

REC'D 70

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

JAN 21 1983

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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 :
 In the Matter of the Petition of :
 :
 LA CROSSE EDUCATION ASSOCIATION :
 :
 To Initiate Mediation-Arbitration : Case XXXVII
 : No. 28037
 Between Said Petitioner and : MED/ARB-1193
 : Decision No. 19714-A
 SCHOOL DISTRICT OF LA CROSSE :
 :
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APPEARANCES

Kenneth Cole, Director, Employe Relations, Wisconsin Association of School Boards, Inc., on behalf of the District

Thomas C. Bina, Executive Director, Coulee Region United Educators, on behalf of the Association

On July 14, 1982 the Wisconsin Employment Relations Commission (WERC) appointed the undersigned Mediator-Arbitrator pursuant to Section 111.70 (4) (cm) 6 b. of the Municipal Employment Relations Act (MERA) in the dispute existing between the School District of La Crosse, hereafter the District or the Board, and the La Crosse Education Association, hereafter the Association. Pursuant to statutory responsibilities, the undersigned conducted mediation proceedings between the parties on September 13, 1982, which failed to result in voluntary resolution of the dispute. The matter was thereafter presented to the undersigned in an arbitration hearing conducted on October 13, 1982 for final and binding determination. Post hearing exhibits and briefs were filed by both parties by December 3, 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 award.

SUMMARY OF ISSUES

This dispute covers the agreement between the parties for the 1981-1982 and 1982-1983 school years. In dispute are issues related to the salary schedule, health and dental insurance, class size, classroom composition, the date of implementation of disability insurance, and how and when the payment of retro-active benefits shall be made. Disagreements also existed regarding certain positions on the Supplementary Pay Schedule, however, these disagreements were resolved during the course of the instant proceeding, and the parties have agreed that they are no longer part of this dispute.

In addition, issues have arisen over comparability which have a significant impact on the other substantive issues in dispute. Therefore, comparability will be initially addressed. Thereafter, the merits of the substantive issues in dispute will be discussed individually. Finally, the relative merit of the total final offer of both parties will be addressed.

COMPARABILITY

Position of the Parties

Association Position

The Association's proposed comparables are approximately the same size as La Crosse, but exclude schools of La Crosse's size in the Greater Milwaukee area. They include Beloit, Chippewa Falls,

Eau Claire, Fond du Lac, Manitowoc, Neenah, Oshkosh, Stevens Point, Wausau, and Wisconsin Rapids.

These schools were approved by the Board in 1981 as a basis for comparison to determine appropriate pay levels for District administrators.

In addition, arbitrators in larger school districts and city cases have utilized other similar size governmental entities as comparables.

Furthermore, with a teacher shortage on the immediate horizon, La Crosse will be competing for teachers with the schools which the Association has proposed as comparables, not with the small school districts in the immediate area.

District Position

The Board has suggested that the districts in CESA #11 and the Big Rivers Athletic Conference comprise the appropriate comparable school districts.

It agrees with the Association that Chippewa Falls and Eau Claire are appropriate comparables, but argues that the other districts proposed by the Association are not appropriate comparables, simply because of their location.

The Board acknowledges that the districts proposed by the Association have been utilized by the District to make a comparison of administrators' salaries. In this regard such comparisons have been made because many of the District's administrative positions do not exist in smaller districts. In addition, those principals involved generally are supervising schools with considerably larger enrollments than those in nearby districts. These comparisons were made to get a handle on relative levels of compensation, and not necessarily to equalize or insure relative levels of compensation.

Discussion

The undersigned continues to be convinced that, at least up until the present time, the most appropriate comparable employer-employee relationships to utilize in proceedings such as this are those which involve employees providing similar services for employer entities which are similar in size and which are geographically proximate. In addition, in instances where ability to pay becomes a factor which must be considered, comparables may be selected based upon their relative capacity to fund similar public services, since in such cases actual costs become more relevant.

Where however employer entities of similar size are not geographically proximate, arbitrators must and have utilized such entities located elsewhere in the state as appropriate comparables. 1/

The undersigned agrees with the Association that the La Crosse School District, because of its size and location, reflects one of those situations requiring the undersigned to utilize similar size districts elsewhere in the state as comparables. In that regard the list of comparables proposed by the Association, at least for 1981-1982, appears to be reasonable with the

1/ Beloit School District, Med/Arb Dec. No. 19168-A, 4/82; Madison Metropolitan School District, Voluntary Impasse Resolution Procedure, Kerkman, 5/82; City of La Crosse, Med/Arb Dec. Nos. 11942-A, 13262-A, and 15647-A.

exception of Manitowoc, which does not utilize a salary schedule allowing for meaningful, reliable comparisons. The reasonableness of the Association's proposed listing of comparables for 1981-82 is supported not only by their relatively similar size, but by the District's apparent use of the same list in determining appropriate administrator salaries.

Related to the foregoing is the fact that the size of school districts appears to significantly affect the conditions of employment of their employees for a variety of reasons, including, but not limited to, differing political climates in the community, the correlation which exists between the size of staff and the flexibility districts have in the administration of their educational programs and the labor relations history and sophistication of the parties. Because of these and possibly several other unmentioned factors, it simply would be inappropriate to use as comparables the school districts which surround La Crosse, which are significantly smaller in size, and which in many cases, reflect very different types of relationships in a labor relations context.

It should also be noted that the list of comparables proposed by the Association in most instances includes districts, like La Crosse, which are not significantly affected by geographically proximate urban districts of a much larger size, such as Milwaukee, Madison, and Superior. Therefore, it cannot be argued that said list has been unfairly compiled to reflect conditions of employment in the largest urban school districts in the State, which also appear to be somewhat distinct based upon their relatively unique size in this State.

It must also be noted however, that since conditions of employment have not been agreed upon in the vast majority of these comparable districts for the 1982-1983 school year, comparability must be given diminished weight as a determinative criterion in assessing the relative reasonableness of the parties' proposals for that school year. Relatedly, while a few of these comparable districts have reached agreements covering the 1982-1983 school year, in each of these cases the agreements were reached some time ago as part of multi-year agreements, under economic conditions which were distinguishable from those which exist now. While such agreements cannot be ignored and are clearly relevant herein, they cannot be deemed determinative of what currently negotiated terms and conditions of employment should be. This is so because they are few in number, and more importantly, because significant changes in economic conditions which generally have a major impact on the outcome of the collective bargaining process must also be given due consideration. Thus, the standard of comparability cannot be given as much weight when it results exclusively from multi-year agreements which were negotiated prior to significant changes in the economic climate. Though such multi-year agreements are relevant comparables, they are the product of a risk taking process which both parties engage in when they are entered into, which not infrequently results in relatively high or low settlements, depending upon what subsequently occurs both in the economy and the collective bargaining process.

SALARIES

For the 1981-1982 school year, utilizing a costing system that moves the 1980-1981 staff forward one year, the District proposes a salary increase of 10.1% and the Association proposes an increase of 10.8%. For 1982-1983, utilizing the 1981-1982 staff moved forward one year, the District proposes salary increases of 7.5% while the Association proposes increases of 10.5%.

Association 1981-1982 Salary Proposal

| <u>STEP</u> | <u>BA</u> | <u>BA+6</u> | <u>BA+12</u> | <u>BA+ 18</u> | <u>BA+24</u> | <u>BA+30</u> | <u>MA</u> | <u>MA+6</u> | <u>MA+13</u> | <u>MA+18</u> | <u>MA+24</u> | <u>MA+30</u> |
|-------------|-----------|-------------|--------------|---------------|--------------|--------------|-----------|-------------|--------------|--------------|--------------|--------------|
| 0 | 12,220 | 12,460 | 12,700 | 12,940 | 13,180 | 13,420 | 13,660 | 13,900 | 14,140 | 14,380 | 14,620 | 14,860 |
| 1 | 12,765 | 13,005 | 13,245 | 13,485 | 13,725 | 13,965 | 14,220 | 14,470 | 14,720 | 14,970 | 15,220 | 15,470 |
| 2 | 13,310 | 13,550 | 13,790 | 14,030 | 14,270 | 15,510 | 14,780 | 15,040 | 15,300 | 15,560 | 15,820 | 16,080 |
| 3 | 13,855 | 14,095 | 14,335 | 14,575 | 14,815 | 15,055 | 15,340 | 15,610 | 15,880 | 16,150 | 16,420 | 16,690 |
| 4 | 14,400 | 14,640 | 14,880 | 15,120 | 15,360 | 15,600 | 15,900 | 16,180 | 16,460 | 16,740 | 17,020 | 17,300 |
| 5 | 14,945 | 15,185 | 15,425 | 15,665 | 15,905 | 16,145 | 16,460 | 16,750 | 17,040 | 17,330 | 17,620 | 17,910 |
| 6 | 15,490 | 15,730 | 15,970 | 16,210 | 16,450 | 16,690 | 17,020 | 17,320 | 17,620 | 17,920 | 18,220 | 18,520 |
| 7 | 16,035 | 16,275 | 16,515 | 16,755 | 16,995 | 17,235 | 17,580 | 17,890 | 18,200 | 18,510 | 18,820 | 19,130 |
| 8 | 16,580 | 16,820 | 17,060 | 17,300 | 17,540 | 17,780 | 18,140 | 18,460 | 18,789 | 19,100 | 19,420 | 19,740 |
| 9 | 17,125 | 17,365 | 17,605 | 17,845 | 18,085 | 18,325 | 18,700 | 19,030 | 19,360 | 19,690 | 20,020 | 20,350 |
| 10 | 17,670 | 17,910 | 18,150 | 18,390 | 18,630 | 18,870 | 19,260 | 19,600 | 19,940 | 20,280 | 20,620 | 20,960 |
| 11 | 18,215 | 18,455 | 18,695 | 18,935 | 19,175 | 19,415 | 19,820 | 20,170 | 20,520 | 20,870 | 21,210 | 21,570 |
| 12 | 18,215 | 19,000 | 19,240 | 19,480 | 19,720 | 19,960 | 20,380 | 20,740 | 21,100 | 21,460 | 21,820 | 22,180 |
| 13 | 18,760 | 19,000 | 19,785 | 20,025 | 20,265 | 20,505 | 20,940 | 21,310 | 21,680 | 22,050 | 22,420 | 22,790 |
| 14 | 18,760 | 19,545 | 19,785 | 20,578 | 20,810 | 21,050 | 21,500 | 21,880 | 22,260 | 22,640 | 23,020 | 23,400 |
| 15 | 19,305 | 19,545 | 20,330 | 20,570 | 21,355 | 21,595 | 22,060 | 22,450 | 22,840 | 23,230 | 23,620 | 24,010 |
| 16 | 19,305 | 20,090 | 20,330 | 21,115 | 21,355 | 21,595 | 22,060 | 22,450 | 22,840 | 23,230 | 23,620 | 24,010 |
| L1 17 | 19,305 | 20,090 | 20,875 | 21,115 | 21,900 | 22,140 | 22,620 | 23,020 | 23,420 | 23,820 | 24,220 | 24,620 |
| 18 | 19,305 | 20,090 | 20,875 | 21,660 | 21,900 | 22,140 | 22,620 | 23,020 | 23,420 | 23,820 | 24,220 | 24,620 |
| L2 19 | 19,305 | 20,090 | 20,875 | 21,660 | 22,445 | 22,685 | 23,180 | 23,590 | 24,000 | 24,410 | 24,820 | 25,230 |

District 1981-82 Salary Proposal

| <u>STEP</u> | <u>BA</u> | <u>BA+6</u> | <u>BA+12</u> | <u>BA+18</u> | <u>BA+24</u> | <u>BA+30</u> | <u>MA</u> | <u>MA+6</u> | <u>MA+12</u> | <u>MA+18</u> | <u>MA+24</u> | <u>MA+30</u> |
|-------------|-----------|-------------|--------------|--------------|--------------|--------------|-----------|-------------|--------------|--------------|--------------|--------------|
| 0 | 12,225 | 12,450 | 12,675 | 12,900 | 13,125 | 13,350 | 13,575 | 13,800 | 14,025 | 14,250 | 14,475 | 14,700 |
| 1 | 12,765 | 12,990 | 13,215 | 13,440 | 13,665 | 13,890 | 14,115 | 14,370 | 14,595 | 14,820 | 15,045 | 15,270 |
| 2 | 13,305 | 13,530 | 13,755 | 13,980 | 14,205 | 14,430 | 14,715 | 14,940 | 15,165 | 15,390 | 15,615 | 15,840 |
| 3 | 13,845 | 14,070 | 14,295 | 14,520 | 14,745 | 14,970 | 15,285 | 15,510 | 15,735 | 15,960 | 16,185 | 16,410 |
| 4 | 14,385 | 14,610 | 14,835 | 15,060 | 15,285 | 15,510 | 15,855 | 16,080 | 16,305 | 16,530 | 16,755 | 16,980 |
| 5 | 14,925 | 15,150 | 15,375 | 15,600 | 15,824 | 16,050 | 16,425 | 16,650 | 16,875 | 17,100 | 17,325 | 17,550 |
| 6 | 15,465 | 15,690 | 15,915 | 16,140 | 16,365 | 16,590 | 16,995 | 17,220 | 17,445 | 17,670 | 17,895 | 18,120 |
| 7 | 16,005 | 16,230 | 16,455 | 16,680 | 16,905 | 17,130 | 17,565 | 17,790 | 18,015 | 18,240 | 18,465 | 18,690 |
| 8 | 16,545 | 16,770 | 16,995 | 17,220 | 17,445 | 17,670 | 18,135 | 18,360 | 18,585 | 18,810 | 19,035 | 19,260 |
| 9 | 17,085 | 17,310 | 17,535 | 17,760 | 17,985 | 18,210 | 18,705 | 18,930 | 19,155 | 19,380 | 19,605 | 19,830 |
| 10 | 17,625 | 17,850 | 18,075 | 18,300 | 18,525 | 18,750 | 19,275 | 19,500 | 19,725 | 19,950 | 20,175 | 20,400 |
| 11 | 18,165 | 18,390 | 18,615 | 18,840 | 19,065 | 19,290 | 19,845 | 20,070 | 20,295 | 20,520 | 20,745 | 20,970 |
| 12 | 18,705 | 18,930 | 19,155 | 19,380 | 19,605 | 19,830 | 20,415 | 20,640 | 20,865 | 21,090 | 21,315 | 21,540 |
| 13 | 19,245 | 19,470 | 19,695 | 19,920 | 20,145 | 20,370 | 20,985 | 21,210 | 21,435 | 21,660 | 21,885 | 22,110 |
| 14 | | 20,010 | 20,235 | 20,460 | 20,685 | 20,910 | 21,555 | 21,780 | 22,005 | 22,230 | 22,455 | 22,600 |
| 15 | | | 20,775 | 21,000 | 21,225 | 21,450 | 22,125 | 22,350 | 22,575 | 22,800 | 23,025 | 23,250 |
| L1 | | | | 21,540 | 21,765 | 21,990 | 22,695 | 22,920 | 23,145 | 23,370 | 23,595 | 23,820 |
| L2 | | | | | 22,305 | 22,530 | 23,265 | 23,490 | 23,715 | 23,940 | 24,165 | 24,390 |

Association 1982-83 Salary Proposal

| <u>STEP</u> | <u>BA</u> | <u>BA+6</u> | <u>BA+12</u> | <u>BA+18</u> | <u>BA+24</u> | <u>BA+30</u> | <u>MA</u> | <u>MA+6</u> | <u>MA+12</u> | <u>MA+18</u> | <u>MA+24</u> | <u>MA+30</u> |
|-------------|-----------|-------------|--------------|--------------|--------------|--------------|-----------|-------------|--------------|--------------|--------------|--------------|
| 0 | 13,320 | 13,581 | 13,840 | 14,105 | 14,366 | 14,628 | 14,889 | 15,151 | 15,413 | 15,674 | 15,936 | 16,197 |
| 1 | 13,914 | 14,175 | 14,437 | 14,699 | 14,960 | 15,222 | 15,500 | 15,772 | 16,045 | 16,317 | 16,590 | 16,862 |
| 2 | 14,508 | 14,769 | 15,031 | 15,293 | 15,554 | 15,816 | 16,110 | 16,394 | 16,677 | 16,960 | 17,244 | 17,527 |
| 3 | 15,102 | 15,364 | 15,625 | 15,887 | 16,148 | 16,410 | 16,721 | 17,015 | 17,309 | 17,603 | 17,898 | 18,192 |
| 4 | 15,696 | 15,958 | 16,219 | 16,481 | 16,742 | 17,004 | 17,331 | 17,636 | 17,941 | 18,247 | 18,552 | 18,857 |
| 5 | 16,290 | 16,552 | 16,813 | 17,075 | 17,336 | 17,598 | 17,941 | 18,257 | 18,574 | 18,890 | 19,206 | 19,522 |
| 6 | 16,884 | 17,146 | 17,407 | 17,669 | 17,930 | 18,192 | 18,552 | 18,879 | 19,206 | 19,533 | 19,860 | 20,187 |
| 7 | 17,478 | 17,740 | 18,001 | 18,263 | 18,525 | 18,786 | 19,162 | 19,500 | 19,838 | 20,176 | 20,514 | 20,852 |
| 8 | 18,072 | 18,334 | 18,595 | 18,857 | 19,119 | 19,380 | 19,773 | 20,121 | 20,470 | 20,819 | 21,168 | 21,517 |
| 9 | 18,666 | 18,928 | 19,189 | 19,451 | 19,713 | 19,974 | 20,383 | 20,743 | 21,102 | 21,462 | 21,822 | 22,181 |
| 10 | 19,260 | 19,522 | 19,783 | 20,045 | 20,307 | 20,568 | 20,993 | 21,364 | 21,735 | 22,105 | 22,476 | 22,846 |
| 11 | 19,854 | 20,116 | 20,378 | 20,639 | 20,901 | 21,162 | 21,604 | 21,985 | 22,367 | 22,748 | 23,120 | 23,511 |
| 12 | 19,854 | 20,710 | 20,972 | 21,233 | 21,495 | 21,756 | 22,214 | 22,607 | 22,999 | 23,391 | 23,784 | 24,176 |
| 13 | 20,448 | 20,718 | 21,566 | 21,827 | 22,089 | 22,350 | 22,825 | 23,228 | 23,631 | 24,034 | 24,438 | 24,841 |
| 14 | 20,448 | 21,304 | 21,566 | 22,421 | 22,683 | 22,944 | 23,435 | 23,849 | 24,263 | 24,678 | 25,092 | 25,506 |
| 15 | 21,042 | 21,304 | 22,160 | 22,421 | 23,277 | 23,539 | 24,045 | 24,478 | 24,896 | 25,321 | 25,746 | 26,171 |
| 16 | 21,042 | 21,898 | 22,160 | 23,015 | 23,277 | 23,539 | 24,045 | 24,470 | 24,896 | 25,321 | 25,746 | 26,171 |
| 17 | 21,042 | 21,898 | 22,754 | 23,015 | 23,871 | 24,133 | 24,656 | 25,092 | 25,528 | 25,964 | 26,400 | 26,836 |
| 18 | 21,042 | 21,898 | 22,754 | 23,609 | 23,871 | 24,133 | 24,656 | 25,092 | 25,528 | 25,964 | 26,400 | 26,836 |
| 19 | 21,042 | 21,898 | 22,754 | 23,609 | 24,465 | 24,727 | 25,266 | 25,713 | 26,160 | 26,607 | 17,043 | 17,501 |

District 1982-83 Salary Proposal

| <u>STEP</u> | <u>BA</u> | <u>BA+6</u> | <u>BA+12</u> | <u>BA+18</u> | <u>BA+24</u> | <u>BA+30</u> | <u>MA</u> | <u>MA+6</u> | <u>MA+12</u> | <u>MA+18</u> | <u>MA+24</u> | <u>MA+30</u> |
|-------------|-----------|-------------|--------------|--------------|--------------|--------------|-----------|-------------|--------------|--------------|--------------|--------------|
| 0 | 13,325 | 13,550 | 13,775 | 14,000 | 14,225 | 14,450 | 14,675 | 14,900 | 15,125 | 15,350 | 15,575 | 15,800 |
| 1 | 13,870 | 14,095 | 14,320 | 14,545 | 14,770 | 14,995 | 15,250 | 15,475 | 15,700 | 15,925 | 16,150 | 16,375 |
| 2 | 14,415 | 14,640 | 14,865 | 15,090 | 15,315 | 15,540 | 15,825 | 16,050 | 16,275 | 16,500 | 16,725 | 16,950 |
| 3 | 14,960 | 15,185 | 15,410 | 15,635 | 15,860 | 16,085 | 16,400 | 16,625 | 16,850 | 17,075 | 17,300 | 17,525 |
| 4 | 15,505 | 15,730 | 15,955 | 16,180 | 16,405 | 16,630 | 16,975 | 17,200 | 17,425 | 17,650 | 17,875 | 18,100 |
| 5 | 16,050 | 16,275 | 16,500 | 16,725 | 16,950 | 17,175 | 17,550 | 17,775 | 18,000 | 18,225 | 18,450 | 18,675 |
| 6 | 16,595 | 16,820 | 17,045 | 17,270 | 17,495 | 17,720 | 18,125 | 18,350 | 18,575 | 18,800 | 19,025 | 19,250 |
| 7 | 17,140 | 17,365 | 17,590 | 17,815 | 18,040 | 18,265 | 18,700 | 18,925 | 19,150 | 19,375 | 19,600 | 19,825 |
| 8 | 17,585 | 17,910 | 18,135 | 18,360 | 18,585 | 18,810 | 19,275 | 19,500 | 19,725 | 19,950 | 20,175 | 20,400 |
| 9 | 18,230 | 18,455 | 18,680 | 18,905 | 19,130 | 19,355 | 19,850 | 20,075 | 20,300 | 20,525 | 20,740 | 20,975 |
| 10 | 18,775 | 19,000 | 19,225 | 19,450 | 19,675 | 19,900 | 20,425 | 20,650 | 20,875 | 21,100 | 21,214 | 21,550 |
| 11 | 19,320 | 19,545 | 19,770 | 19,995 | 20,220 | 20,445 | 21,000 | 21,225 | 21,450 | 21,675 | 21,900 | 22,125 |
| 12 | 19,865 | 20,909 | 20,315 | 20,540 | 20,765 | 20,990 | 21,575 | 21,800 | 22,025 | 22,250 | 22,475 | 22,700 |
| 13 | 21,410 | 20,635 | 20,860 | 21,085 | 21,310 | 21,535 | 22,150 | 22,375 | 22,600 | 22,825 | 23,050 | 23,275 |
| 14 | | 21,180 | 21,405 | 21,630 | 21,855 | 22,080 | 22,725 | 22,950 | 23,175 | 23,400 | 23,625 | 23,850 |
| 15 | | | 21,950 | 22,175 | 22,400 | 22,625 | 23,300 | 23,525 | 23,750 | 23,975 | 24,200 | 24,425 |
| L1 | | | | 22,720 | 22,945 | 23,170 | 23,875 | 24,100 | 24,325 | 24,550 | 24,775 | 25,000 |
| L2 | | | | | 23,490 | 23,715 | 24,450 | 24,675 | 24,900 | 25,125 | 25,350 | 25,575 |

Position of the Parties

Association Position

Based upon 1980-81 salary data in comparable districts, La Crosse ranks well below the average pay rate. In this regard the District tends to be slightly farther behind at the BA and MA maximums than at the BA and MA bases, and substantially behind at the schedule maximum.

In 1981-82, under the Board's offer, salaries at all of the benchmark comparisons are farther behind than was the case in 1980-81, except at the BA base. Under the Association's proposal there is relative improvement at four salary benchmarks, particularly at the schedule maximum, which was where the District's salary was farthest out of line.

Based upon the limited 1982-83 salary data which is currently available in comparable districts, it would appear that the Board's offer would place the District, with respect to salaries, substantially further behind than it was in 1980-81. Under the Association's proposal, although the District's salaries would still be below average, it would be less so than was the case in 1980-81.

The Board's offer is not consistent with the structure of salary schedules in comparable districts where the average differential between the BA base and the schedule maximum is slightly more than double. That is not true in the Board's offer even though the schedule maximum is significantly below the comparable average. In fact, under the Board's offer the schedule maximum is only 135% of the BA minimum.

The Association's 1981-82 salary offer is compatible with the settlements in the Athletic Conference, while its 1982-83 proposal is preferable to that of the District because it provides more equitable raises for the veteran La Crosse teacher.

After the savings resulting from reduction of staff and turnover are factored in, the Association's 1981-1982 salary proposal would only result in a 9.15% increase, and for 1982-83, its salary proposal probably would not result in an increase worth more than 10%.

It is impossible to note in evaluating the above figures, that the District's administrative staff received a 1982-83 salary increase of 9.97%.

At the same time the Board proposes a teacher salary increase for 1982-83, in terms of actual costs, of 7.5%. There is no reasonable explanation for this differential.

The District is woefully behind in its salaries for veteran teachers. There is never a good time to try to "catch-up", but to allow the District to fall farther behind in a year when the District does not contest its ability to pay is unforgivable. This is the year for the District to make an effort to catch up. The cost of living is being reduced. New settlements may come in lower than that of La Crosse.

It is important to note also in this regard that even under the Association's offer, La Crosse veteran teachers will lose ground in relationship to those teachers similarly situated in comparable districts.

District Position

The Board's total offer of 11% and 8% over a two-year period maintains the District's wage leadership in CESA #11 and its relative position with respect to the schools in the athletic conference.

The Board's offer is greater than the offers chosen by arbitrators in both the Menomonie and Westby school districts.

In addition, the Board's offer is in excess of the rate of inflation as measured by the C.P.I. and the local rate of inflation.

The increases that administrators received, if relevant, are approximately the equivalent of the Board's offer to the Association.

Discussion

Utilizing the aforementioned comparable school districts and seven salary benchmarks which are commonly used as a basis for comparisons, the undersigned has constructed the following tables to assist in the analysis of the parties' salary proposals for the 1981-1982 school year:

| BA BASE | | | | |
|------------------|--------|----------------------------|----------------|------------|
| | 80-81 | 81-82 | \$ Increase | % Increase |
| | \$ | \$ | | |
| Beloit | 11,450 | 12,572 | 1,122 | 9.8 |
| Chippewa Falls | 11,500 | 12,550 | 1,050 | 9.1 |
| Eau Claire | 11,950 | 13,056 | 1,106 | 9.3 |
| Fond du Lac | 12,150 | 13,200 | 1,050 | 8.6 |
| Neenah | 12,500 | 13,500 | 1,000 | 8. |
| Oshkosh | 12,580 | 13,624 | 1,044 | 8.1 |
| Stevens Point | 11,625 | 12,700 | 1,075 | 9.2 |
| Wausau | 11,900 | 12,900 | 1,000 | 8.4 |
| Wisconsin Rapids | 11,750 | 12,760 | 1,010 | 8.6 |
| Average | 11,933 | 12,985 | 1,051 | 8.8 |
| LaCrosse | 11,125 | Bd. 12,225 Assn. 12,220 | 1,100 1,095 | 9.9 9.8 |
| +/- Average | - 808 | Bd. - 760 Assn. - 765 | + 49 + 44 | 1.1 1. |
| Rank Among 10 | 10 | Bd. 10 Assn. 10 | | |

| BA 7th STEP | | | | |
|------------------|--------|----------------------------|----------------|------------|
| | 80-81 | 81-82 | \$ Increase | % Increase |
| | \$ | \$ | | |
| Beloit | 14,198 | 15,589 | 1,391 | 9.8 |
| Chippewa Falls | 15,123 | 16,503 | 1,380 | 9.1 |
| Eau Claire | 16,013 | 17,494 | 1,481 | 9.2 |
| Fond du Lac | 15,795 | 17,160 | 1,365 | 8.6 |
| Neenah | 15,591 | 16,837 | 1,246 | 8. |
| Oshkosh | 15,598 | 17,439 | 1,848 | 11.8 |
| Stevens Point | 14,519 | Not Available | | |
| Wausau | 14,994 | 16,254 | 1,260 | 8.4 |
| Wisconsin Rapids | 14,570 | 15,822 | 1,252 | 8.6 |
| Average | 15,235 | 16,637 | 1,403 | 9.2 |
| La Crosse | 14,155 | Bd. 15,465 Assn. 15,490 | 1,310 1,335 | 9.3 9.4 |
| +/- Average | -1,080 | Bd. -1,172 Assn. -1,147 | - 93 - 68 | .1 .2 |
| Rank Among 9 | 9 | Bd. 9 Assn. 9 | | |

BA MAXIMUM

| | 80-81 \$ | 81-82 \$ | \$ Increase | % Increase |
|------------------|-------------|----------------------------|----------------|------------|
| Beloit | 14,198 | 15,589 | 1,391 | 9.8 |
| Chippewa Falls | 17,193 | 18,762 | 1,569 | 9.1 |
| Eau Claire | 18,045 | 19,714 | 1,669 | 9.2 |
| Fond du Lac | 17,618 | 19,141 | 1,523 | 8.6 |
| Neenah | 19,740 | 21,317 | 1,577 | 8. |
| Oshkosh | 19,622 | 20,709 | 1,087 | 5.5 |
| Stevens Point | 17,273 | 19,159 | 1,886 | 10.9 |
| Wausau | 17,493 | 18,963 | 1,470 | 8.4 |
| Wisconsin Rapids | 16,685 | 18,119 | 1,434 | 8.6 |
| Average | 17,541 | 19,053 | 1,512 | 8.7 |
| La Crosse | 16,680 | Bd. 18,165 Assn. 18,215 | 1,485 1,535 | 8.9 9.2 |
| +/- Average | - 861 | Bd. - 888 Assn. - 838 | - 27 + 23 | .2 .5 |
| Rank Among 10 | 10 | Bd. 8 Assn. 8 | | |

MA BASE

| | 80-81 \$ | 81-82 \$ | \$ Increase | % Increase |
|------------------|-------------|----------------------------|----------------|------------|
| Beloit | 12,825 | 14,082 | 1,257 | 9.8 |
| Chippewa Falls | 12,520 | 13,570 | 1,050 | 8.4 |
| Eau Claire | 12,800 | 14,006 | 1,206 | 9.4 |
| Fond du Lac | 13,730 | 14,916 | 1,187 | 8.6 |
| Neenah | 13,750 | 14,850 | 1,100 | 8. |
| Oshkosh | 14,592 | 15,804 | 1,212 | 8.3 |
| Stevens Point | 12,788 | 13,970 | 1,182 | 9.2 |
| Wausau | 13,090 | 14,190 | 1,100 | 8.4 |
| Wisconsin Rapids | 13,160 | 14,291 | 1,131 | 8.6 |
| Average | 13,250 | 14,409 | 1,158 | 8.7 |
| La Crosse | 12,475 | Bd. 13,575 Assn. 13,660 | 1,100 1,185 | 8.8 9.5 |
| +/- Average | - 775 | Bd. - 834 Assn. - 749 | - 58 + 27 | .1 .8 |
| Rank Among 10 | 10 | Bd. 9 Assn. 9 | | |

MA 10th STEP

| | 80-81 \$ | 81-82 \$ | \$ Increase | % Increase |
|------------------|-------------|----------------------------|----------------|--------------|
| Beloit | 18,000 | 19,764 | 1,764 | 9.8 |
| Chippewa Falls | 18,155 | 19,677 | 1,522 | 8.4 |
| Eau Claire | 19,136 | 20,938 | 1,802 | 9.4 |
| Fond du Lac | 19,908 | 21,628 | 1,720 | 8.6 |
| Neenah | 19,151 | 20,684 | 1,533 | 8. |
| Oshkosh | 19,848 | 21,492 | 1,644 | 8.3 |
| Stevens Point | 17,411 | Not Available | | |
| Wausau | 18,457 | 20,008 | 1,551 | 8.4 |
| Wisconsin Rapids | 18,029 | 19,579 | 1,550 | 8.6 |
| Average | 18,835 | 20,471 | 1,635 | 8.7 |
| La Crosse | 17,290 | Bd. 18,705 Assn. 18,700 | 1,415 1,410 | 8.2 8.2 |
| +/- Average | -1,545 | Bd. -1,766 Assn. -1,771 | - 220 - 225 | - .5 - .5 |
| Rank Among 9 | 9 | Bd. 9 Assn. 9 | | |

MA MAXIMUM

| | 80-81 \$ | 81-82 \$ | \$ Increase | % Increase |
|------------------|-------------|----------------------------|----------------|--------------|
| Beloit | 20,300 | 22,289 | 1,989 | 9.8 |
| Chippewa Falls | 20,408 | 22,119 | 1,711 | 8.4 |
| Eau Claire | 22,016 | 24,090 | 2,074 | 9.4 |
| Fond du Lac | 21,281 | 23,120 | 1,839 | 8.6 |
| Neenah | 23,033 | 24,879 | 1,846 | 8. |
| Oshkosh | 22,768 | 24,652 | 1,884 | 8.3 |
| Stevens Point | 20,441 | 22,517 | 2,076 | 10.2 |
| Wausau | 21,599 | 23,414 | 1,542 | 7.1 |
| Wisconsin Rapids | 20,661 | 22,437 | 1,776 | 8.6 |
| Average | 21,390 | 23,509 | 1,860 | 8.7 |
| La Crosse | 20,500 | Bd. 22,125 Assn. 22,060 | 1,625 1,560 | 7.9 7.6 |
| +/- Average | - 890 | Bd. -1,384 Assn. -1,449 | - 235 - 300 | - .8 -1.1 |
| Rank Among 10 | 7 | Bd. 9 Assn. 10 | | |

SCHEDULE MAXIMUM

| | 80-81 \$ | 81-82 \$ | \$ Increase | % Increase |
|------------------|-------------|----------------------------|----------------|--------------|
| Beloit | 21,400 | 23,497 | 2,097 | 9.8 |
| Chippewa Falls | 23,835 | 25,598 | 1,763 | 6.8 |
| Eau Claire | 23,186 | 25,397 | 2,211 | 9.5 |
| Fond du Lac | 22,787 | 24,756 | 1,969 | 8.6 |
| Neenah | 25,757 | 27,817 | 2,060 | 8. |
| Oshkosh | 25,027 | 27,101 | 2,074 | 8.3 |
| Stevens Point | 21,873 | 24,548 | 2,675 | 12.2 |
| Wausau | 22,849 | 25,214 | 2,365 | 10.4 |
| Wisconsin Rapids | 22,875 | 24,841 | 1,966 | 8.6 |
| Average | 23,294 | 25,419 | 2,131 | 9.1 |
| La Crosse | 21,625 | Bd. 23,250 Assn. 24,010 | 1,625 2,385 | 7.5 11. |
| +/- Average | -1,669 | Bd. -2,169 Assn. -1,409 | - 506 + 254 | - 1.6 1.9 |
| Rank Among 10 | 10 | Bd. 10 Assn. 9 | | |

The foregoing charts do not reflect the impact, if any, the COLA clauses have had on the salary schedules in Wausau and Oshkosh; nor do they include longevity payments which exist in many of the districts, or payments for graduate credits beyond the Master's degree which are made but which are not part of the salary schedules in Wausau and Stevens Point. In addition, the undersigned was not able, based upon the record evidence submitted, to determine and compare Stevens Point salaries at the BA 7th step and MA 10th step. The foregoing omissions make the above comparisons, at best, approximate, however, they do reflect the best evidence which has been made available to the undersigned for this purpose.

This comparative data indicates that except at the schedule maximum, neither party's proposal is appreciably more comparable than the other's. In this regard in every case the District's salaries were relatively low in 1980-1981, and they remain so in 1981-1982. Except at the schedule maximum the increases proposed by both parties are similar to those agreed upon in comparable districts in terms of both percentages and dollars at the BA 7th step, and BA maximum. At the BA base, both offers are almost identical,

slightly higher than the average among the comparables in terms of size of the increase, but significantly below the comparable average in terms of the actual salary proposed. At the MA base, the size of the Association's proposed increase is slightly higher than the comparable average, but based upon the relationship between the District's salary at this benchmark with the salaries at the same benchmark in comparable districts, the Association's proposal is clearly justifiable. At the MA 10th step both parties' proposals are several hundred dollars below the size of increases granted in comparable districts at this benchmark, and there is no substantial difference between the parties' positions at this benchmark in any other regard. At the MA maximum, both parties' proposals are relatively low, in terms of comparables, in every regard. Relatedly, there is nothing in the record which would indicate that if longevity pay were also considered, the District's relationship to comparables at this benchmark would be appreciably different. At the schedule maximum, the Association's proposal is clearly the more reasonable of the two, even though it is somewhat higher than the comparable average in terms of the size of the proposed increase because of the significant gap which exists between the District's salary at this benchmark and schedule maximums in comparable districts. It should be noted in this regard that the gap is possibly greater than is shown above based upon the fact that two comparable districts have payments for graduate credits beyond the master's degree not reflected on their salary schedules, and two have COLA provisions, the impact of which was not reflected on the salary schedules submitted herein.

Based upon all of the foregoing, it is the undersigned's opinion that the Association's 1981-1982 salary proposal is slightly more comparable and therefore reasonable than the District's, and it shall be so considered in the instant proceeding.

As indicated above, data is not available to enable the undersigned to compare the parties' proposed 1982-1983 school year salary schedules with comparable school district salaries as defined in the foregoing discussion. While a few 1982-1983 salary agreements have been reached in comparable districts as part of multi-year agreements which, in terms of the size of the increases granted, more closely approximates the Association's proposal than the District's, the undersigned agrees with several arbitrators who have recently concluded that because of the severe recessionary trends the economy is experiencing, such settlements cannot be determinative of disputes which must be resolved at this time. ^{2/} This is particularly so in light of what the undersigned perceives to be a developing pattern in recently issued med/arb awards in school district/teacher cases for the 1982-83 school year, wherein the total economic value of such awards seldom exceeds 10%. ^{3/}

Although it is not clear in most of the foregoing awards the extent to which improved fringe benefits account for the reflected percentage increases, it is relatively safe to assume that salary increases account for most, but not all of the increases, and that the percentage value of the salary increases are generally

^{2/} West Bend School District No. 1, Med/Arb Dec. No. 19443-A, 9/82; School District of Cudahy, Med/Arb Dec. No. 19635-A, 10/82; School District of South Milwaukee, Med/Arb Dec. No. 19668-A, 12/82.

^{3/} Westby Area School District, Med/Arb Dec. No. 19513-A, 11/82 - total package of 8%; Madison Area Vocational Technical and Adult Education District, Med/Arb Dec. No. 19793-A - total package of 8.32%; School District of Cudahy, Med/Arb Dec. No. 19635-A, 10/82 - total package of 8%; School District of South Milwaukee, Med/Arb Dec. No. 19688-A, 12/82 - total package of 9.6%; Waunakee Community School District, Med/Arb Dec. No. 1677, 12/82 - total package of approximately 11%.

no greater than the percentage value of the total package increase, and in many instances, they are somewhat less.

Perhaps it should be noted here that it is the undersigned's opinion, based upon the costing of economic packages which has occurred in numerous proceedings such as this, that, absent an ability to pay issue, the most reasonable and commonly accepted costing method utilizes a constant employee population over a two-year period, which enables the parties to ascertain the approximate value of the economic package to those employees who will actually experience the changes in benefits agreed upon. It is this method which the District and the undersigned have utilized to ascertain the value of the parties' proposals in this proceeding.

Based upon this developing pattern of med/arb awards in school district/teacher cases for the 1982-1983 school year, current economic conditions when inflation has been substantially reduced, unemployment is rampant, and public revenues are diminishing, and in view of the fact that the District's salaries, in relationship to its comparables, have been relatively low, the undersigned is persuaded that a salary schedule falling somewhere between the parties' salary positions could easily be justified as reasonable under the circumstances. However, because the undersigned does not have the statutory authority to award such a schedule, he must choose between two salary proposals which both appear to be somewhat off the mark. In making such a choice the undersigned believes that the District's salary proposal is the less unreasonable of the two, primarily because it appears to be more compatible with the pattern of settlements which are occurring in the public sector at this time, and secondarily, although some salary catch up would appear to be justified in the District, the Association's 1982-1983 salary proposal must be characterized as excessive under current economic conditions. In this regard it is the undersigned's opinion that some meaningful catch up could have been accomplished by the Association this year had it identified the most severe problem areas on the salary schedule and then made a salary proposal falling within a nine to ten percent range which specifically addresses those problems.

For all of the foregoing reasons the undersigned concludes that although the Association's 1981-1982 salary proposal is slightly more reasonable than the District's, the District's two-year salary proposal is the more reasonable of the two based upon the fact that the District's second year proposal appears to be more consistent with currently developing trends, while the Association's second year salary proposal, although it attempts to address legitimate salary problems based upon comparability, does so in an excessive manner under current economic conditions.

HEALTH AND DENTAL INSURANCE

For the 1981-1982 school year there is no difference between the parties' positions regarding both health and dental insurance. Both provide for the Board to pay specific dollar amounts for such insurance premiums. For the 1982-1983 school year, the District proposes that it pay the following dollar amounts for health and dental insurance premiums:

Health Insurance - a monthly premium of up to \$54.12 for a single plan and \$133.01 for the family plan.

Dental Insurance - a monthly premium of up to \$13.18 for a single plan and \$37.32 for the family plan.

If premiums are less than the amounts specified, the difference is to be applied to the health insurance family rate for 1982-1983.

For 1982-1983 the Association proposes that the District pay the full cost of the single plan and 90% of the family plan under both

the health and dental insurance plans. There is no appreciable dollar difference between the parties' positions on these issues.

Position of the Parties

Association Position

Eighty percent of the comparable districts pay a defined percentage of insurance premiums, which is exactly what the Association is requesting. Further, the percentage proposed by the Association is the same or less than that paid by eight out of the ten comparable districts.

In addition, the negative impact on the Board which would occur if it were required to pick up 90% of any premium increase which occurred during the life of the agreement would be significantly less than the burden teachers would experience if they were required to pay for all such premium increases.

The arguments in support of the Association's position on dental insurance are the same as those it has presented regarding health insurance. However, because the cost of dental insurance is much less than health insurance, a substantial premium increase would not have the same harmful impact in dollars as would be the case if such an increase occurred in health insurance premiums.

Discussion

On this issue the record indicates that for the 1981-1982 school year a majority of the comparable districts provided that a fixed percentage of health insurance premiums would be paid for by the districts. In addition, a majority of said districts provided that they would make specific dollar contributions for dental insurance premiums. It is not clear from the record what if any pattern exists with respect to these issues in the comparable districts for the 1982-1983 school years.

It is clear however that the costs of such insurance programs have been significantly increasing, and that the economic impact of this phenomena is substantial both for the teachers and the District.

The record indicates that there does not appear to be a uniform method of addressing this problem in comparable districts, nor does it demonstrate whether or not such insurance benefits are relatively uniform. Absent an assertion and proof to the contrary, the undersigned must conclude that there is little significant difference between the coverage and value of the plan which the District provides and those which are provided in the comparable districts.

Based upon all of the foregoing it would appear that neither of the party's health and dental insurance proposals is clearly supported by the comparables, particularly for the 1982-1983 school year; that based upon the 1981-1982 comparables, if they hold during 1982-1983 (which may or may not be the case since large insurance premium increases have frequently made these issues priority items in current negotiations) the Association's health insurance proposal is the more comparable of the two while the District's dental insurance proposal is more comparable than the Association's.

While there is merit to the District's concern that teachers appreciate the fact that increased Board contributions toward such insurance premiums constitute additional benefits which must be considered in assessing the value of any total economic proposal, there is also merit to the Association's contention that unanticipated and/or undefined premium increases which may occur during the life of an agreement should not be the full responsibility of the affected employees dependent upon such insurance programs. Neither of the parties' insurance proposals satisfactorily address

these potentially conflicting interests. Perhaps the Oshkosh School District approach to health insurance coverage provides the most equitable balancing of such interests, since it provides for a defined dollar contribution by the Board, plus a commitment by the Board to cover a defined percentage of increased premium costs arising during the life of the agreement.

In light of all of the foregoing, the undersigned is not persuaded that either party's approach to these problems is appreciably more reasonable or comparable than the other's, and therefore, neither will be so considered in this proceeding. Instead, the value of the increased covered insurance premiums will be considered as a relatively significant component of the total economic proposals of both parties.

CLASS SIZE

In the parties' 1980-1981 Agreement, the class size provision provides:

"15. A. In order to insure excellence in our educational program, a concerted and continuing effort shall be made by the administration to initiate and maintain class sizes and teacher-pupil ratios in accordance with standards recommended by the Wisconsin Department of Public Instruction.

B. The recommended pupil-teacher ratio in the elementary grades is dependent upon the organizational pattern, the use of instructional aides, the types of students, and other services provided. In the self-contained classroom the District average enrollment should not exceed 25 pupils in each grade K-3 nor 30 pupils in each grade 4-8. The District average class size in high school should not exceed 30 except in situations of team teaching or other patterns which provide for individualizing instruction."

The Association proposes that the class size guidelines which existed in the 1980-1981 agreement, on a District wide average basis, be continued, but that they apply to all classes on an individual basis. Furthermore, it provides that in the event class size overloads occur, the District shall either:

- "(1) Record the teacher's class size overload on the teacher's evaluations and observation reports. If it can be shown that failure to meet District performance standards is related to a teacher's class size overload, a teacher who is assigned such an overload will not be subject to adverse action for failing to meet those standards.
- or
- (2) Pay teachers who are assigned a class size overload, work overload compensation in addition to their scheduled salary in accordance with the following rates:
 - Teachers at the elementary and upper elementary levels: \$1.00 per additional student per day.
 - Teachers at the middle school level: \$16.00 per additional student per class per semester.
 - Teachers at the senior high school level: \$18.00 per additional student per class per semester.
- (3) During the first ten school days of each school year or semester, class size overloads will be allowed without additional compensation to the teacher or notation on the teacher's evaluation and observation reports, while administrative schedule changes are being attempted. If class size work overloads persist beyond the first ten

school days, the teacher shall either receive additional compensation for the first day of the overload, including those days occurring within the first ten days of the school year or semester, or have the class size overload recorded on his/her evaluations and observation reports in accordance with the provisions of subsections c.(1) and c.(2), above."

Position of the Parties

Association Position

The mainstreaming of special education students has placed significant burdens on their classroom teachers which must be addressed. The Association has chosen to address these problems in its class size proposal.

The number of special education students being mainstreamed has increased substantially in the last few years. Further, the District plans eventually to mainstream almost all special education students.

Classroom teachers who have mainstreamed special education students must devote a substantial amount of time complying with mandatory procedures and meeting said students' needs, which in turn results in their giving less attention to the needs of the other students in their classes.

Another problem in the District relating to the mainstreaming of students with special educational needs is that the distribution of these students is unequal both among teachers and schools.

While the District remains in compliance with established district wide class size averages, some individual classes are substantially higher than the recommended maximum. Particularly at the secondary level many of these overload situations could easily be eliminated by the District.

If overloads continue to be necessary, under the Association's proposal, the District could continue to make assignments of special education students to teachers who are skilled in working with them. Thus, the quality of instruction for these children would not be affected, nor need the District incur any additional costs in the achievement of this goal.

The alleged problem identified by the District in determining how much time special education students spend in the classroom is not real, since teachers' daily attendance logs already reflect this information.

Although the comparables do not support the Association's class size proposal, the comparables do not contemplate mainstreaming 85% of the special education students, as does La Crosse. This rather unique approach, which is being undertaken by the District, justifies the Association's rather unique class size proposal.

The Association does not claim that its class size proposal will solve all of the problems associated with the mainstreaming of special education students. It addresses the initial issues which have arisen and concededly only one phase of the problem. It may not be the best solution to the problem, but it is the only offer that makes any effort to deal with the situation.

District Position

The Association has not justified its class size proposal on the basis of comparability, or in terms of existing problems which the proposal effectively addresses. In addition, the proposal raises numerous potential problems of implementation, which would likely result in numerous grievances and ultimately, chaos.

The Association's class size proposal is at least ambiguous and is possibly purposefully vague, which would make it extraordinarily difficult to implement.

In this regard any attempt to implement the proposal would require substantial changes in the way in which attendance is recorded. Not only would the District have to record and prorate the time special education students meet with specialists, it would have to pay twice for the same overload situations.

In addition, many potential problems raised by the District, though responded to by the Association during the course of the arbitration proceeding, are not specifically or clearly addressed by the Association's proposal.

Although the Association has expressed concern over the relationship between class size and the needs of special education students, it has not demonstrated that this alleged relationship has caused problems for teachers in the District. Nor has it demonstrated that its proposal will effectively deal with such problems.

Furthermore, although the Association indicated that an expanded special education program makes its proposal necessary, the evidence in the record indicates that there have been no dramatic, substantial increases in enrollment in the District's special education program, nor are any anticipated.

Furthermore, none of the districts identified by either the Board or the Association have provisions that are even remotely similar to the class size provision proposed by the Association.

The Association has not attempted to deal with whatever problems it believes exist in any other context except that contained in its original proposal, concededly with some modifications and deletions. This is an unrealistic manner in which to approach a subject as sensitive as class size.

Finally, the Association has never indicated that the existing class size language or policy has ever been violated.

Discussion

While the Association has made a persuasive case that mainstreamed special education students require their classroom teachers to devote substantial time and effort to meet their needs, which in turn affects the ability of those teachers to meet the needs of other students in the classroom, and that this problem deserves the immediate attention of the District, its class size proposal does not appear to be an appropriate means to address this specifically defined problem.

Although the record demonstrates that the District appears to have established an objective of mainstreaming as many of its special education students as possible, it would appear on the basis of the record evidence that it refuses to acknowledge the impact such mainstreaming may have on the ability of the teachers of such students to meet the needs of all of their students. On the basis of such evidence, there is merit to the Association's expressed priority in attempting to address this problem through the collective bargaining process.

However, rather than addressing the specific impact mainstreaming of these students should have on the evaluation, compensation, and discipline of teachers, the Association has suggested a sweeping class size proposal which does not even address the specific problems identified in this record. While at least some of the Association's suggested conceptual approaches might be quite appropriate in dealing with the impact the mainstreaming of special education students has on teachers, at least as part of the District's overall policy regarding the mainstreaming issue, as these concepts are incorporated into the Association's

proposal, because of their scope and the lack of comparable evidence to support their reasonableness, the undersigned does not believe the Association's proposal can be found to be more reasonable than the class size language which existed in the parties' 1980-1981 agreement.

In this regard because the Association is proposing a major change in the agreement, it has the burden of demonstrating not only that a legitimate problem exists which requires contractual attention, which it has done herein, but that its proposal is reasonably designed to effectively address that problem. It is in the latter regard that the Association has failed to make its case on this issue. Not only has it not specifically addressed the issue, but it has proposed rather unique solutions to class size problems which it has not even demonstrated are unique to this District.

In light of all of the foregoing it is the undersigned's opinion that the problem identified by the Association deserves the immediate attention of both parties, but that it must be addressed more specifically than the Association has attempted to do herein.

CLASSROOM COMPOSITION

Related to the class size issue previously discussed, the Association proposes the following new contractual language:

"The District and the Association acknowledge that the student composition of a teacher's class (for example, the presence of students with special educational needs; the existence of split classes, et cetera) relates to a teacher's job performance."

Position of the Parties

Association Position

The statement dealing with classroom composition is included in the final offer because as a condition of settling a declaratory ruling filed by the District this language was tentatively agreed to by the parties.

Subsequent to this tentative agreement reached between representatives of the School District and the Association, the Board rejected that portion of the tentative agreement.

The District should be bound by its representatives and is obligated by a good faith bargaining standard to support that tentative agreement.

Discussion

There is no record evidence, nor even argument, denying the validity of the statement proposed by the Association. In fact, the record strongly supports its veracity. Accordingly, the Association's proposal is deemed to be quite reasonable for purposes of this proceeding.

DISABILITY INSURANCE

The Association proposes that disability insurance benefits be implemented no later than 30 days after the issuance of the arbitration decision unless another time line is agreed on by the parties. The District proposes that implementation of the time line be agreed upon by the parties.

Discussion

On this issue it would appear that neither party's proposal is appreciably more reasonable than the other's. The District is unwilling to give any assurance that implementation will be expedited, while the Association does not give sufficient

recognition to the possibility that the specified time line may not be realistic for reasons beyond the parties' control. A compromise setting forth a defined time line with an "impossibility" qualification would seem to be more equitable than either of the party's positions on this issue. Therefore, neither proposal will be deemed most reasonable in this proceeding.

PAYMENT OF RETROACTIVE BENEFITS

The Association proposes that retroactive pay and benefit reimbursement will be in one payment to be received by the teachers no later than 30 days after the issuance of the instant decision.

Discussion

Again, there is no evidence or argument in the record indicating that the Association's proposal is unreasonable, nor does it appear to be so on its face. Absent such evidence to the contrary, it will be so considered for purposes of this proceeding.

TOTAL PACKAGE

It seems clear that salaries and class size are the issues which both parties deem to be most critical in this dispute. For reasons discussed above the District's proposals on both of these issues have been found to be more reasonable than the Association's.

The next most significant issue would appear to be health and dental insurance. On said issues, as indicated above, the undersigned has concluded that neither of the party's proposals are appreciably more reasonable than the other's.

However, when the parties' economic proposals are viewed in their totality, excluding the potential costs of the Association's class size proposal and agreed upon additional costs in the extra curricular schedule, the District's total economic proposal must be deemed the more reasonable of the two, particularly in light of the serious recessionary economic conditions which exist, including severe unemployment and significantly reduced inflation. In the above regard the undersigned believes it is fair to cost the parties' two-year proposals as follows:

| | <u>81-82</u> | <u>82-83</u> | <u>Two-Year Total</u> |
|---------------|--------------|--------------|-----------------------|
| Association | | | |
| Salaries | 10.8% | 10.5% | 21.3% |
| Total Package | 11.6% | 11.3% | 22.9% |
| District | | | |
| Salaries | 10.1% | 7.5% | 17.6% |
| Total Package | 11. % | 8.25% | 19.25% |

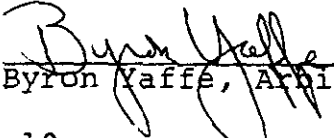
With respect to the issues which appear to be of lesser importance in this dispute, the undersigned has concluded that the Association's proposals on the payment of retroactive benefits and classroom composition are more reasonable than the District's position on these issues, and that neither party's proposal on disability insurance is appreciably more reasonable than the other's.

Based upon all of the foregoing considerations, it would appear that the District's total final offer is the more reasonable of the two submitted herein. Accordingly, the undersigned hereby renders the following:

ARBITRATION AWARD

The final offer submitted by the District herein shall be incorporated into the parties' 1981-1983 agreement.

Dated this 19th day of January, 1983 at Madison, Wisconsin.


Byron Yaffe, Arbitrator