

In the matter of the dispute

between

LANCASTER BOARD OF EDUCATION  
LANCASTER, WISCONSIN

and

LANCASTER EDUCATION ASSOCIATION

ARBITRATION  
AWARD

WERC Case V, No. 29792  
MED/ARB-1688  
Decision No. 19764-A

Richard Pegnetter  
Arbitrator  
June 24, 1983

RECEIVED

APPEARANCES:

AUG 19 1983

For the District

Kenneth Cole, Wisconsin Association of School Boards

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

For the Association

Paul R. Bierbrauer, Executive Director, South West  
Teachers United

Having reached an impasse in their efforts to negotiate terms for their 1982-83 contract, the District, Lancaster School District, and the Association, Lancaster Education Association, selected the undersigned as Mediator-Arbitrator through the procedures of the Wisconsin Employment Relations Commission. Pursuant to Section 111.70 (4) (cm) 6.b of the Municipal Employment Relations Act, the undersigned conducted an initial mediation effort on October 25, 1982. Settlement was not reached in mediation and an arbitration hearing was held in Lancaster, Wisconsin on November 8, 1982. During the hearing, the parties were given full opportunity to present evidence and argument. Both parties filed briefs after the conclusion of the hearing. The parties listed the following Issues at Impasse for final determination by the Arbitrator: FAIR SHARE AGREEMENT, INSURANCE, and WAGES. The Arbitrator proceeded to render a decision in the dispute in accordance with the criteria specified in the Act.

COMPARABILITY

The parties both stressed comparisons with other school districts in substantial parts of their evidence presentations. Since their comparison groups were not identical, the issue of comparability must be examined in preface to evaluating the parties' positions on fair share, insurance, and wages.

Positions of the Parties. The Association maintained that statewide data should be given primary weight by the Arbitrator. The provided comparisons from all districts in the state and also used a group of 10 schools across the state with teaching staffs similar in size to Lancaster. While these two measures of comparison were stressed, the Association also introduced the Southern Eight Athletic Conference as a comparison group. The Association argued that the statewide data was appropriate because a philosophy of similar and equal education was reflected in the State's education equalization formula. State aid to local schools was designed to provide equity in spending for local education and this equity should be carried to an examination of teacher salary comparisons on a statewide basis.

The District contended that schools in the area of Lancaster should form the most appropriate comparison group for Lancaster teachers. The District proposed a group of 15 schools, including Lancaster, which were either contiguous to or near Lancaster. Several of the schools were also in the Southern Eight Conference. The District argued that the use of nearby schools should be most significant for the Arbitrator because they were representative of similar, local conditions and reflected the local labor market for teachers.

Discussion. The first issue regarding the comparability groups suggested by the parties is the weight to be accorded to statewide and local data from other schools. The undersigned finds that primary emphasis in evaluating comparisons should be placed on schools in the nearby area which have characteristics in common with Lancaster. This emphasis is certainly contained in the statutory criterion for arbitrators which notes comparisons with "comparable communities" and the pattern of arbitration awards shows a local focus to prevail among arbitrators. The logic of emphasizing similar schools within a geographic area is understandable. The economic conditions in the area and the nature of the school district populations are similar. Further, the labor market opportunities offered by similar nearby schools tend to be somewhat consistent.

Alternatively, some of the notion of "comparable community" is diminished when statewide evidence is used. The likelihood of meaningful labor market options is reduced as living environments become less assuredly similar for teachers. And, while state aid may be equalized on a statewide basis, the local emphasis of educational programs may still vary from one area of the state to another.

However, a second issue beyond a statewide or local focus remains here. That second issue is the nature of the local comparison group. The parties have proposed generally different approaches to the identification of local schools. The Association used the athletic conference and the District used a list of nearby schools. Both approaches have merit. The athletic conference is commonly used as a comparison group. Such schools share a common interest and identity through their athletic competition. In addition, the schools are usually similar in size and located in the same general area of the state. The contiguous and nearby schools emphasized by the District is also a much relied on comparison in interest arbitration. This grouping has the obvious value of similar living and labor market conditions. But here, the specifics of the local comparison groups proposed by both parties present some deficiencies. The athletic conference is in the midst of change; Mt. Horeb is replacing Southwestern. The Association chose to list only data for Mt. Horeb. The District emphasized a group of nearby and contiguous schools which varied widely in size. Lancaster has a student enrollment of about 1,250. The District comparison group included seven schools with 500 or fewer students, reflecting a potential for much different teaching environments from Lancaster. A much more reasonable approach is to adopt the best advantages of both parties' comparison groups, namely the broadest view of the athletic conference and nearby schools of similar size to Lancaster.

In adopting a local comparison group, the undersigned selected the athletic conference, including both the transition schools of Mt. Horeb and Southwestern, and the nearby schools of similar size, Fennimore, Boscobel, and Riverdale. This results in the following list of schools as comparable to Lancaster: Platteville, Darlington, Mineral Point, Mt. Horeb, Cuba City, Iowa-Grant, Dodgeville, Southwestern, Fennimore, Boscobel, and Riverdale. This local comparison group combines the common focus of the Southern Eight Athletic Conference and the nearby schools of similar size, eliminating all schools in the county which are less than 50% the size of Lancaster.

#### FAIR SHARE AGREEMENT

The current agreement does not have an article which mandates any financial support to the bargaining representative by employees in the bargaining unit.

Position of the Association. The Association proposed that a "Fair Share Agreement" be added to the contract. The clause would

not compel any employee in the bargaining unit to join the Association as a condition of employment. Rather, any employees covered by the collective contract would be obligated to pay a fair share of the cost of representation, if those employees chose not to pay dues as a member of the Association. The clause would also establish a mechanism for fair share employees to challenge the amount of representation assessment payable to the Association.

The Association argued that equity demanded a financial contribution from all employees who share the benefits of the collective bargaining contract. As the exclusive representative, the Association is required to expend money to negotiate and administer the agreement for all employees in the bargaining unit. All members of the bargaining unit benefit from the wage improvement and grievance arbitration provided by the Association, irrespective of membership or non-membership in the union. Therefore, all members of the bargaining unit should be required to contribute a fair share of the cost of the Association's activities on behalf of the unit.

The Association emphasized several points in support of its position. First, the Association noted that a fair share contribution was part of public policy in Wisconsin. The State Legislature has seen the fair share concept as a proper and mandatory subject for negotiations. The Association also submitted that the notion of such union security was common in private sector collective bargaining and appeared in other state statutes for public employees.

Second, the Association cited numerous awards by various arbitrators who had ruled that fair share provisions should be included in teacher contracts. These arbitrators had generally recited the statutory encouragement for fair share in Wisconsin and the resulting equity and union security which is provided by such a contract provision.

Finally, the Association submitted that the pattern of collective bargaining contracts in local schools and in schools across the state showed a comparative need to establish a fair share provision for Lancaster teachers. Association Exhibits 81 and 82 were introduced to show that, by any comparison measure, over 80% of the teacher contracts in the area and statewide had fair share clauses.

Position of the District. The District proposed that no fair share requirement be added to the agreement. The District acknowledged that many teacher contracts across the state had fair share clauses. However, the District argued that, among area schools and in Lancaster itself, the picture of the fair share issue was different than the pattern suggested by statewide data.

The District noted that many fair share provisions in contracts among similar area schools were not "full" fair share clauses, as sought by the Association. The District provided District Exhibit 24, with references, to show that provisions in its comparison school agreements had fair share arrangements which either adopted fair share by referendum or "grandfathered" the contribution status of the existing work force. Under these variations, the use of a referendum meant that the fair share provision in the contract would only become applicable after the teachers in the bargaining unit approved it by majority vote. The "grandfathering" approach meant that the fair share contribution requirement would not apply to teachers who were not members of the Association in the year the clause was adopted.

The District stressed that the fair share clause proposed by the Association here provided for neither a referendum or grandfathering. Rather, the Association sought a "full" fair share.

provision which would be adopted without a vote of approval by unit teachers and obligate all current and future staff who were not Association members to contribute a fee to the organization. The District contended that this type of "full" fair share clause was not reflective of the schools in the comparison group urged by the employer. The District also noted that less than two-thirds of the Lancaster teaching staff were currently Association members, indicating disinterest in the activities of the employee organization.

Discussion. The evidence which can be brought to bear on the issue of fair share in this dispute shows that such union security provisions are well established on three fronts. First, as noted by the Association, the question of fair share or agency shop has been sensitively put in place by the State Legislature of Wisconsin. Reflecting the pattern in most of the private sector, the Municipal Employment Relations Act provides for fair share as a mandatory bargaining subject. Making a topic a mandatory bargaining subject does not, of course, mandate the inclusion of that topic in agreements. Rather, mandatory bargaining status means that the appropriateness of subject as a meaningful part of union-management relations has been endorsed by the public policy of the State. Further, the Act provides that, if the parties negotiate or an arbitrator awards a fair share provision, the members of the bargaining unit may revoke the clause with an agency shop deauthorization referendum.

Second, the introduction of a fair share clause into collective bargaining agreement through arbitration is not uncommon. The Association provided unrefuted evidence which showed that numerous arbitrators have spoken positively on the fair share issue in Wisconsin school disputes. Thus, while it is always preferable to have any new area added to the contract by mutual agreement, with appropriate evidence, arbitration has also been the vehicle for establishing agency shop clauses.

Third, and most significantly, the use of fair share requirements is clearly the norm among area schools similar to Lancaster selected as the comparison group. (In fact, 10 of 14 schools in the District's own comparison group (District Exhibit 24) have fair share provisions.) And, while less weighty than local comparisons, over 80% of the districts in the state have fair share requirements in their contracts (Association Exhibit 81). Further, all but Dodgeville and Platteville in the comparison group (no evidence provided for Mt. Horeb) have fair share contract provisions (Association Exhibit 82 and District Exhibit 24). Consequently, the comparative evidence from schools of similar size in the immediate area, as well as statewide schools, supports the Association position.

Weighing all of the evidence submitted by the parties, the balance is that adoption of a fair share provision is warranted. The philosophical foundation for a union agency fee has been endorsed by the State Legislature and such clauses are in a substantial majority using any of the comparison groups stressed by the parties. Further, several considerations by the Arbitrator diminish the concerns urged by the District. The "full" fair share proposal of the Association must be juxtaposed with the statutory right of employees to deauthorize the agency fee requirement. It is also noted that the continuation of a challenged fair share agreement requires of showing of majority support among all members of the bargaining unit, not merely a majority of votes cast. Thus, there is an adequate democratic supplement to the institution of a fair share clause without a pre-enactment referendum or where membership in the union is proportionally lower than usual. Consequently, the undersigned finds that the position of the Association is the most reasonable in the matter of a fair share provision.

## INSURANCE

The current agreement provides for an employer contribution toward health insurance of \$42.00 for individual employees and \$110.00 per month for family coverage. An amount of up to \$5.00 a month is paid by the employer toward the purchase of long term disability insurance.

Positions of the Parties. Both parties proposed an increase in the employer contribution to health insurance premium costs. The Association sought an employer payment of up to \$54.54 for individual and \$134.80 per month for family coverage. The District final offer was for \$51.81 and \$134.12 per month for individual and family coverage paid by the employer. While the two positions were close, the main point of contention was on the manner in which negotiations had treated the health insurance increase. The Association claimed that the parties had tentatively agreed over the summer to a figure which was equal to 100% of the cost of individual and family premiums. Then, in early fall when new rates were slightly above that figure, the District stayed with the summer figures of \$51.81 and \$134.12. The District maintained that it had always paid less than 100% of the premium cost. The dollar amounts in the District final offer reflected about a 95% employer payment of health insurance costs. The District stressed that this percentage of employer payment was equal to the portion of health premium costs paid by the District in the past.

Regarding long term disability insurance premiums, the Association final offer was for an increase to \$7.00 a month and the District proposed maintenance of the current \$6.00 per month employer contribution. The Association submitted that the \$6.00 employer payment had not changed since the 1980-81 contract. The Association contended that if the premium payment remained unchanged as salaries increased, the relative value of disability protection to actual annual salaries would decrease and not provide the level of support intended by the parties when the benefit was originally negotiated. The District contended that no comparative evidence supported granting an increase from the current employer contribution of \$6.00 per month toward long term disability insurance.

Discussion. The evidence submitted by the parties provides two bases for evaluating the health insurance positions. One is the past form of the employer contribution to health insurance and the other is the comparative data from similar nearby schools. The Association is seeking a specified dollar amount which is equal to 100% of the premium cost for individual coverage. This is not the approach used in past agreements between the parties. Association Exhibit 72 shows that the 1981-82 agreement provided 95% of individual health coverage paid by the employer. The Association was unable to produce any evidence to show that the District had ever paid 100% of individual health premium costs. Thus, the offer of the District, at \$51.81 for individual coverage, reflects a 95% contribution for 1982-83 which comports with the form and level of employer contribution which is currently provided.

Against this current approach for individual coverage premiums, the Association was unable to show that Lancaster teachers were relatively disadvantaged by the existing form of individual health payments. Although data was incomplete for all schools in the comparison group identified by the Arbitrator, the District final offer will keep Lancaster teachers in about the middle of the comparison group. Evidence on the 1982-83 employer health contribution was only available for seven of the conference schools. Comparing this list to the previous year shows Lancaster to lose one ranking position, but stay within 19¢ of the monthly employer payment of the next highest school, Cuba City (Association Exhibits 72 and 73). Consequently, there is inadequate evidence from the pattern of employer health payments in other districts to support the Association's request to change from a 95% to a 100% employer contribution for individual coverage. And, since both parties' proposals will maintain the level of family coverage at approximately 95% as in the current agreement, the District offer seems more reasonable on health insurance.

On the issue of long term disability, the undersigned notes the Association argument. While it is true that the proportionate value of disability payments may decrease over time relative to wages if coverage is fixed and wages increase, there was no persuasive evidence from comparable schools to show an inequity for Lancaster teachers in this fringe benefit area. Rather, the available evidence shows that only two other schools in the comparison group, Platteville and Southwestern, have any employer payment of long term disability insurance. Thus, Lancaster compares very favorably with the current \$6.00 per month paid by the District for disability insurance and the District offer is, therefore, most strongly supported by the evidence.

## WAGES

The 1981-82 salary schedule has a base of \$11,925 and five education lanes. The annual step increases for experience are calculated as a percentage of the minimum salary for each education lane, at 3.8% for the first three lanes and 4% for the last two. Also in dispute is the rate paid to driver education teachers. The rate is currently \$6.00 per hour.

Position of the Association. The Association proposed a new base salary of \$12,500 for the 1982-83 agreement. The Association salary schedule was structured on the same percentage pattern for step increases as the current agreement. The Association sought an increase in the hourly driver education wage to \$6.25 per hour. The Association calculated the total cost of its final offer at 8.47%.

The Association supported its final offer on wages in several different ways. First, the Association contended, as discussed under comparability above, that the greatest weight in considering the Association offer should be accorded statewide salary data for schools of similar size. The Association provided extensive evidence to show that Lancaster salaries were below the state average among similar schools at several salary schedule "bench marks." These schedule positions were: BA-base, BA-step 7, BA-maximum, MA-base, MA-step 10, MA-maximum, and schedule-maximum (Association Exhibits 6, 7, 8, and 9). The Association also contended that, among similar schools with settled 1982-83 contracts, the District offer would worsen the ranking of Lancaster salaries at the levels of more experienced, more highly educated teachers (Association Exhibits 11 through 38). The Association submitted that the same relative loss of ranking for higher level salaries would occur among schools in the athletic conference, if that was used as the comparison group (Association Exhibits 40 through 68). The Association stressed that the average settlement across the state was an increase of 8.5% thus, the Association final offer cost of 8.47% was reasonable and comparable.

The second focus of the Association's case was the structure of the salary schedule. The Association contended that there was no justification shown by the District to change the format of the salary schedule, a structure which had been voluntarily negotiated by the parties. The Association argued that the District proposal to move from percentage to fixed dollar increments on the salary schedule would cause more experienced, more highly educated teachers to lose relative income growth as their salaries increased at a proportionately slower rate than newer teachers on the salary schedule. The Association maintained that its final offer would preserve the internal relationship of salary schedule positions. The Association emphasized that the District had failed its burden to show a need to alter the existing structure of the salary schedule.

On the issue of driver education rates, the Association contended that an improvement was needed. The Association cited figures which showed \$6.10 per hour as the lowest comparable rate among similar schools, with \$6.50 being the most common figure (Association Exhibit 80). The Association argued that 25¢ per hour was a reasonable increase.

Position of the District. The District final offer provided for a 1982-83 base of \$12,600 and experience increments for each education lane in fixed dollar amounts, rather than increments which were calculated as percentages of the salary schedule base. The District proposed no change in the rate for driver education. The District estimated the total increase represented in its offer at 7%.

The District justified its salary offer with wage comparisons and increases in the cost of living. Using a comparison group of 15 local schools as the major thrust of its presentation, the District contended that its offer of a 7% increase was well within the range of local settlements. The District cited this range as being from 6.6% in Highland to 7.56% in Mineral Point (District Exhibits 19 through 22 and District Brief, p. 4). The District submitted that a 7% increase for Lancaster teachers would keep salaries competitive among nearby schools. The District maintained that its offer would result in no loss of relative position at various salary levels measured across the comparison group. The District offer would improve the ranking of the BA-base salary and leave the relative position of other salary levels virtually unchanged for Lancaster salaries. The District used the BA-base, BA-maximum, MA-base, MA-maximum, and schedule-maximum in its salary evidence (District Exhibits 4 through 10).

The District noted that its offer was also comparable to increases in the cost of living. A figure of 6.9% was cited for June, 1982 as rate of inflation (District Exhibit 23). This figure would be slightly exceeded by the District offer of 7%, while the Association final offer amounting to 8.47% would be in considerable excess and unreasonable.

The District argued that its proposed change in the salary structure resulted in a better distribution of raises within the teaching staff. Under the District offer, the total dollar amounts of increases for teachers across the salary schedule were more equal. Thus, the salary schedule proposed by the District was more equitable than the existing schedule structure endorsed by the Association.

Regarding driver education, the District maintained that the current rate of \$6.00 an hour was appropriate within the comparison group. The District submitted that driver education rates ranged from \$4.50 to \$8.00 per hour (District Exhibit 12). Consequently, the District was competitive and no change was needed.

Discussion. The positions of the parties provide two central wage issues in this dispute; the relative size of the total increase and the structure of the salary schedule. On the question of the general level of increase, data within the comparison group designated appropriate were only partially available. The evidence presented at the hearing shows the following:\*

Dodgeville - 7.15%  
Mineral Point - 7.56%

This means that both the District offer of 7% and the Association offer of 8.47% are not on the mark set in comparable settlements. However, in relative portion of increase, the District offer is closer to the available norm than the salary position of the Association.

---

\*The Arbitrator also takes notice of the evidence cited in brief or submitted after hearing by the parties which indicated further local settlements which ranged from 4.85% to 9.7%. The Arbitrator also notes that these selective citations produce an incomplete listing of all local settlements.



A more critical measure of the parties' positions appears when the salary schedules generated under the two proposals are examined. The proposals are attached as Appendix A and Appendix B. The effect of the two proposals is clear. The District offer exceeds the Association offer in salaries paid to newer, less educated teachers. The Association offer has a lower base salary, but higher salaries for more experienced, better educated teachers than provided in the District offer.

In terms of relative position in the comparison group, the impact of either final offer shows only modest differences. The 1981-82 and 1982-83 settlements reviewed at the arbitration hearing are arrayed in Table 1. (1981-82 data for several districts in the comparison group were not provided.)

TABLE 1

BA-base

<u>1981-82</u>	<u>Salary</u>	<u>1982-83</u>	<u>Salary</u>
Mineral Point	\$12,250	Mineral Point	\$12,750
Platteville	12,225	<u>Lancaster (District)</u>	12,600
Cuba City	12,000	Mt. Horeb	12,575
Darlington	11,950	<u>Lancaster (Assoc.)</u>	12,500
<u>Lancaster</u>	11,925	Dodgeville	12,350
Mt. Horeb	11,900	Southwestern	12,000
Dodgeville	11,875		
Iowa-Grant	11,875		
Southwestern	11,650		

BA-step 7

<u>1981-82</u>	<u>Salary</u>	<u>1982-83</u>	<u>Salary</u>
Mineral Point	\$15,256	Mineral Point	\$15,937.50
Platteville	15,171	Mt. Horeb	15,593.00
Cuba City	14,880	<u>Lancaster (Assoc.)</u>	15,350.00
Mt. Horeb	14,756	<u>Lancaster (District)</u>	15,318.00
Iowa-Grant	14,725	Dodgeville	15,067.00
<u>Lancaster</u>	14,643	Southwestern	14,880.00
Darlington	14,490		
Dodgeville	14,487		
Southwestern	14,446		



TABLE 1 (Cont.)

<u>BA-maximum</u>			
<u>1981-82</u>	<u>Salary</u>	<u>1982-83</u>	<u>Salary</u>
Mineral Point	\$17,761	Mineral Point	\$18,487
Cuba City	17,280	Mt. Horeb	18,234
Mt. Horeb	17,255	<u>Lancaster (Assoc.)</u>	18,200
<u>Lancaster</u>	16,908	<u>Lancaster (District)</u>	17,833
Dodgeville	16,863	Dodgeville	17,537
Southwestern	16,776	Southwestern	17,280
Platteville	16,662		
Iowa-Grant	16,150		
Darlington	15,350		

<u>MA-base</u>			
<u>1981-82</u>	<u>Salary</u>	<u>1982-83</u>	<u>Salary</u>
Mt. Horeb	\$13,804	Mt. Horeb	\$14,587
Platteville	13,297	Mineral Point	13,750
Cuba City	13,200	<u>Lancaster (District)</u>	13,400
Mineral Point	13,150	<u>Lancaster (Assoc.)</u>	13,300
Darlington	13,090	Dodgeville	13,250
Iowa-Grant	13,063	Southwestern	12,750
<u>Lancaster</u>	12,725		
Southwestern	12,400		

<u>MA-step 10</u>			
<u>1981-82</u>	<u>Salary</u>	<u>1982-83</u>	<u>Salary</u>
Mineral Point	\$18,310	Mt. Horeb	\$19,114.00
Platteville	18,112	Mineral Point	19,112.50
Mt. Horeb	18,088	Dodgeville	18,153.00
Cuba City	17,952	<u>Lancaster (Assoc.)</u>	18,088.00
Iowa-Grant	17,765	<u>Lancaster (District)</u>	17,981.00
Dodgeville	17,502	Southwestern	17,340.00
<u>Lancaster</u>	17,306		
Darlington	17,280		
Southwestern	16,864		

TABLE 1 (Cont.)

<u>MA-maximum</u>			
<u>1981-82</u>	<u>Salary</u>	<u>1981-82</u>	<u>Salary</u>
Mt. Horeb	\$21,063	Mt. Horeb	\$22,258
Iowa-Grant	19,855	Mineral Point	20,350
Cuba City	19,536	<u>Lancaster (Assoc.)</u>	20,216
Mineral Point	19,457	Dodgeville	20,140
Dodgeville	19,419	Southwestern	19,890
Southwestern	19,344	<u>Lancaster (District)</u>	19,808
<u>Lancaster</u>	18,833		
Darlington	18,690		
<u>Schedule-maximum</u>			
<u>1981-82</u>	<u>Salary</u>	<u>1981-82</u>	<u>Salary</u>
Mt. Horeb	\$22,015	Mt. Horeb	\$23,641
Iowa-Grant	21,660	Mineral Point	21,350
Platteville	21,061	<u>Lancaster (Assoc.)</u>	21,216
Cuba City	20,672	Dodgeville	20,824
Darlington	20,570	Southwestern	20,800
Southwestern	20,240	<u>Lancaster (District)</u>	20,773
Mineral Point	20,207		
Dodgeville	20,101		
<u>Lancaster</u>	19,798		

These data show that little relative change in ranking within the comparison group will likely be wrought by either salary proposal. Lancaster should remain near average among BA salary positions and in the lower half of the comparison group at salary levels for more experienced teachers with MA degrees and beyond. However, some dollar distance changes would certainly occur under each proposal, assuming a settlement trend of about 7.5% among comparison group schools. The District offer would tend to cause the distance below average for experienced MA teachers to increase through the use of flat dollar increments. This point contains the heart of the dispute between the two salary offers.

The current salary schedule uses a percentage increment system. The experience increments for each lane change in dollar size as a percentage of any negotiated base increase for each education lane. (These lane bases have a fixed dollar distance from the BA-base salary under the Lancaster schedule.) The current schedule structure was negotiated voluntarily at least as early as 1975. The 3.8% and 4.0% figures have been used since the 1979-80 contract. Since the District is proposing a change from the existing contract, it carries the burden of demonstrating a convincing need for such a change. I find that the evidence presented does not demonstrate such a need for change. This conclusion is based on several considerations.

1. The District proposal would improve the relative hiring salary at Lancaster. No need was shown for making starting salaries

in the District more competitive. No evidence was provided to show any hiring difficulties experienced by the District in attracting teachers with starting salaries which were about average in the comparison group.

2. No evidence showed a relative negative effect caused by percentage increments in comparing Lancaster's higher salary positions with other local schools. Rather, even with percentage increments, Table 1 shows that Lancaster salaries for more experienced and better educated teachers were in the lower half of the comparison group. Thus, no need is evident to prevent a relative ranking distortion which might result from percentage based increments.

3. The majority of schools in the comparison group use a percentage based increment system in their salary schedules. Consequently, the current form of the Lancaster schedule is consistent with the pattern among similar schools in the area.

As a result of this evaluation, the salary offer of the Association is more reasonable. While slightly higher than the overall level of area settlements and the cost of living increase, the Association offer continues the form of the existing schedule and generally preserves the relative status of salaries, particularly for more experienced teachers with MA degrees and above. Alternatively, while the District offer is reasonable in terms of general increase, it would change the existing structure of the schedule and flatten salary increases across the teaching force when no demonstrated need was evidenced.

Regarding driver education pay, I find the evidence to be marginally persuasive in favor of the District. The current rate is slightly below the average for schools in the comparison group (Association Exhibit 80 and District Exhibit 12). However, testimony indicated that the rate was just increased for the 1981-82 school year and \$6.00 per hour was not uncommon among comparable schools. Hence, the District final offer for the driver education rate is more reasonable.

In summary, the selection of a total final offer package must balance the evidence on each issue as well as the significance of the issues themselves. Here, the Association provided more persuasive evidence on the fair share and major salary issues. The District better substantiated its position on the insurance issue. Since the cost difference between the two insurance positions was minimal and the importance of fair share and basic wages appeared greater to the parties, I find that the Association's total final offer is more reasonable. It will provide a 1982-83 salary which compares well with similar area schools and preserves the relative salary positions of Lancaster teachers with the existing salary schedule. The Association offer will also establish a fair share provision similar to most other schools in the comparison group.

Therefore, in accordance with the above discussion I hereby make the following

#### AWARD

The Final Offer of the Association is selected by the Arbitrator to be included in the terms of the 1982-83 agreement between the parties.

Iowa City, Iowa  
June 24, 1982

  
Richard Peggnetter  
Arbitrator

Appendix A  
Association Proposal

Yrps	B. S.	B.S.+12	B.S.+24	M.S.	M.S.+12
0	12500	12750	13000	13300	13600
1	12975	13235	13494	13832	14144
2	13450	13720	13988	14364	14688
3	13925	14205	14482	14896	15232
4	14400	14690	14976	15428	15776
5	14875	15175	15470	15960	16320
6	15350	15660	15964	16492	16864
7	15825	16145	16458	17024	17408
8	16300	16630	16952	17556	17952
9	16775	17115	17446	18088	18496
10	17250	17600	17940	18620	19040
11	17725	18085	18434	19152	19584
12	18200	18570	18928	19684	20128
13				20216	20672
14					21216
Columns	3.8% For B.S., B.S.+12, B.S.+24 4% For M.S., M.S.+12				AMB

Appendix B  
District Proposal

1982-83 SALARY PLACEMENT SCHEDULE

Steps	453 B.S.	463 B.S.+12	472 B.S.+24	509 M.S.	521 M.S.+12
0	12,600	12,850	13,100	13,400	13,700
1	13,053	13,313	13,572	13,909	14,221
2	13,506	13,776	14,044	14,418	14,742
3	13,959	14,239	14,516	14,927	15,263
4	14,412	14,702	14,988	15,436	15,784
5	14,865	15,165	15,460	15,945	16,305
6	15,318	15,628	15,932	16,454	16,826
7	15,771	16,091	16,404	16,963	17,347
8	16,224	16,554	16,876	17,472	17,868
9	16,677	17,017	17,348	17,981	18,389
10	17,130	17,480	17,820	18,490	18,910
11	17,583	17,943	18,292	18,999	19,431
12	17,833	18,193	18,542	19,508	19,952
13	<del>          </del>	<del>          </del>	<del>          </del>	19,808	20,473
					20,773