

BEFORE THE ARBITRATOR

In the Matter of the Petition of	:	
	:	
CLINTONVILLE PUBLIC SCHOOL DISTRICT	:	
	:	
and	:	Case XV
	:	No. 29819 Med/Arb-1698
UNITED NORTHEAST EDUCATORS	:	Decision No. 19768-A
	:	
To Initiate Mediation-Arbitration	:	
Between Said Parties	:	
	:	
	:	

Appearances:

William G. Bracken, Membership Consultant, Wisconsin Association of School Boards appearing on behalf of the Clintonville Public School District.

Ron Bacon, Executive Director, United Northeast Educators, appearing on behalf of the Clintonville Education Association.

Arbitration Award:

On July 28, 1982, the Wisconsin Employment Relations Commission appointed the undersigned as mediator-arbitrator pursuant to 111.70(4)(cm)6b of the Municipal Employment Relations Act in the matter of a dispute existing between the Clintonville Public School District, hereafter referred to as the District, and the Clintonville Education Association, hereafter referred to as the Association. On the petition of five citizens of said School District a public meeting over the issues in dispute was held on September 23, 1982 which was then followed on the same date by an effort to mediate the conflict. Failing mediation, an arbitration hearing was conducted on October 7, 1982 at which time both parties were present and afforded full opportunity to give oral and written evidence. No transcript of the proceedings was made and initial briefs were exchanged through the undersigned on November 22, 1982. The parties also agreed to submit reply briefs the last of which was received by the Arbitrator on December 3, 1982.

The Issues in Dispute:

The relationship between the parties is now bound by a collective bargaining agreement whose terms cover the period of August 27, 1981 to June 30, 1983. The agreement also provides that it can be reopened during the 1982-83 school year for the following items:

1. Appendix A (Salary Schedule)
2. Health Insurance
3. Dental Insurance
4. Calendar
5. One non-economic item by each party

On January 15, 1982 the parties exchanged initial proposals under the reopening provision and thereafter met on two separate occasions. Failing to reach accord the District and the Association filed a petition on May 17, 1982 to initiate mediation-arbitration. The dispute was investigated by the Wisconsin Employment Relations Commission pursuant to 111.70(4)(cm)6 of the Municipal Employment Relations Act and on July 21, 1982 the Commission certified the final offers of the parties to be the following:

Association Final Offer

1. New Article VII

Teacher Workday

The Teachers' workday will be from 7:45 am to 3:45 pm with a minimum of a half-hour duty-free lunch period. However, when the building administrator calls a meeting after school, teachers will stay up to 4:00 pm.

Teachers will be released at 3:30 on the day before holidays or vacations.

2. Article IX (was Article VIII under old Contract)

Hospitalization - Major Medical Insurance and Dental Insurance
Par. 5

The Board will pay single dental insurance premium for individual coverage and 99% of the monthly premium for family coverage. The remainder of the monthly premium will be deducted from the individual's salary check.

3. Article IX (was Article VIII under old Contract)

Hospitalization - Medical Insurance and Dental Insurance
Par. 4

The Board will pay single premium for individual coverage and 99% of the monthly premium for family coverage. The remainder of the monthly premium will be deducted from the individual's salary check.

4. Salary Schedule

Schedule #1 - For First 94 Days

YR.	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
0	12750	13069	13388	13707	14026	14345	14664
1	13260	13592	13924	14255	14587	14919	15251
2	13770	14115	14460	14803	15148	15493	15838
3	14280	14638	14996	15351	15709	16067	16425
4	14790	15161	15532	15899	16270	16641	17012
5	15300	15684	16063	16447	16831	17215	17599
6	15810	16207	16604	16995	17392	17789	18186
7	16320	16730	17140	17543	17953	18363	18773
8	16830	17253	17676	18091	18514	18937	19360
9	17340	17776	18212	18639	19075	19511	19947
10	17850	18299	18748	19187	19636	20085	20534
11	18360	18822	19284	19735	20197	20659	21121
12	18870	19345	19820	20283	20758	21233	21708
13	19380	19868	20356	20831	21319	21807	22295
14					21880	22381	22882
15					22441	22955	23469

Schedule #2 - For Last 94 Days

Yr.	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
0	13150	13479	13808	14137	14466	14795	15124
1	13676	14018	14360	14702	15045	15387	15729
2	14202	14557	14912	15267	15624	15979	16334
3	14728	15096	15464	15832	16203	16571	16939
4	15254	15635	16016	16397	16782	17163	17544
5	15780	16174	16568	16962	17361	17755	18149
6	16306	16713	17120	17527	17940	18347	18754
7	16932	17252	17672	18092	18519	18939	19359
8	17358	17791	18224	18657	19098	19531	19964
9	17884	18330	18776	19222	19677	20123	20569
10	18410	18869	19328	19787	20256	20715	21174
11	18936	19408	19880	20352	20835	21307	21779
12	19462	19947	20432	20917	21414	21899	22384
13	19988	20486	20984	21482	21993	22491	22989
14					22572	23083	23594
15					23151	23675	24199

Salary Schedule Index

Yr.	B	B+10	B+20	B+30	M	M+10	M+20
0	1.00	1.025	1.050	1.075	1.100	1.125	1.150
1	1.040	1.066	1.092	1.118	1.144	1.170	1.196
2	1.080	1.107	1.134	1.161	1.188	1.215	1.242
3	1.120	1.148	1.176	1.204	1.232	1.260	1.288
4	1.160	1.189	1.218	1.247	1.276	1.305	1.334
5	1.200	1.230	1.260	1.290	1.320	1.350	1.380
6	1.240	1.270	1.02	1.330	13.64	1.395	1.426
7	1.280	1.312	1.344	1.376	1.408	1.440	1.472
8	1.320	1.353	1.386	1.419	1.452	1.485	1.518
9	1.360	1.394	1.428	1.462	1.496	1.530	1.564
10	1.400	1.435	1.470	1.505	1.540	1.575	1.610
11	1.440	1.476	1.512	1.548	1.584	1.620	1.656
12	1.480	1.517	1.554	1.591	1.628	1.665	1.702
13	1.520	1.558	1.596	1.635	1.691	1.710	1.748
14					1.716	1.755	1.794
15					1.760	1.800	1.840

Indexed Salary Schedule
In Relationship to B - 0

STRS - 5% of gross salary will be paid into STRS for the teacher in the 1982-83 school year in addition to contract payments.

A longevity bonus of \$350.00 for all teachers above the last step on the salary schedule shall be paid.

District Final Offer

1. Teacher Workday

Retain current language -

"The normal teaching day is to consist of approximately an 8-hour period. Teachers will be released at 3:30 pm on the day before holidays or vacations."

2. Health Insurance (Article VIII, par. 4)

"The Board will pay single premium per month for individual coverage, and up to \$135.00 per month to the nearest dollar for family coverage. The remainder of any monthly premium will be deducted from the individual's salary check."

3. Dental Insurance (Article VIII, par. 5)

"The Board will pay the single dental insurance premium for individual coverage and up to \$35.00 toward the premium per month for family coverage. The remainder of any monthly premium will be deducted from the individual's salary check."

4. 1982 - 1983 Salary Schedule

Experience	BA	BA+10	BA+20	BA+30	MA	MA+10
0	12800	13075	13350	13625	13950	14275
1	13257	13547	13837	14127	14477	14822
2	13714	14019	14324	14629	15004	15369
3	14171	14491	14811	15131	15531	15916
4	14628	14963	15298	15633	16058	16463
5	15085	15435	15785	16135	16585	17010
6	15542	15907	16272	16637	17112	17557
7	15999	16379	16759	17139	17639	18104
8	16456	16851	17246	17641	18166	18651
9	16913	17323	17733	18143	18693	19198
10	17370	17795	18220	18645	19220	19745
11	17827	18267	18707	19147	19747	20292
12	18284	18739	19194	19649	20274	20839
13	18471	19211	19681	20151	20801	21386
14	19198	19683	20168	20653	21328	21933
15					21855	22480
16					22382	23027

STRS - 5% of gross salary will be paid into STRS for the teacher in the 1982-83 school year in addition to contract payments.

In 1982-83 a longevity bonus of \$350 for all teachers above the last step on the salary schedule.

Discussion

The discussion set forth below will evaluate each of the final offers of the parties to the instant dispute, taking into consideration as appropriate the statutory criteria found at 111.70(4)(cm)7 Wis. Stat. The undersigned will concern himself primarily with the criteria to which the parties directed their evidence and agreement. Both parties rested their cases primarily on the so-called comparables criterion, part d of 111.70(4)(cm)7 while the District also made reference to interest and welfare of the public (part c), cost of living (part e), overall compensation and other benefits (part f), and h, "other factors ... normally or traditionally taken into consideration."

Before undertaking an assessment of the parties' positions on their final offers two matters of procedural importance must be considered first. These are, on the one hand, the District's allegations that the Association's final offer is defective by virtue of certain discrepancies; and on the other, an almost total disagreement between the parties with regard to the comparables each believes should be adopted by the Arbitrator in deciding the dispute.

Is the Association's Final Offer Defective?

The Association has proposed a split salary schedule in which the base would be adjusted upwards to \$12,750 from its 1981/82 level for the first 94 days of the school year and adjusted upwards again to \$13,150 for the second 94 days. In addition specific salary amounts would be increased upwards from the base over the vertical experience increments and educational lane levels by the application of an index which would determine the amount in each of the 94 day periods to be received by individual teachers.

The District has calculated the salary values to be generated by the Association's indexation of the salary structure and finds these amounts to be at variance with those calculated by the Association. The discrepancies vary from \$37 below to \$244 above as computed by the Association. The District concludes that by virtue of these discrepancies the Association's final offer is defective because one cannot be sure whether the "Union made a mistake or has deliberately chosen the index number in question." The Association responds that the discrepancies are nothing more than "keypunch" and "rounding" errors.

While the Arbitrator takes note of the lack of consonance between the index and the Association's computation of some of the values in the split salary schedules of its final offer the undersigned does not agree that the questions are unanswerable and the final offer therefore defective. These mathematical errors do not appear to represent an effort to deceive the Board or the Arbitrator nor represent a lack of good faith. The errors are of small magnitude in that for most of the 97 cells of the salary structure there is no more than a plus or minus difference of \$2.00 on amounts ranging from nearly \$13,000 to \$24,000. At most, the Association is guilty of carelessness and while there is no wish to condone what was done, the Arbitrator believes the errors are not of sufficient import to justify denying the Association the opportunity to have its case considered on its merits.

Moreover, the Arbitrator believes that the salary items to be considered are those relating to base adjustment and the modification of the existing salary structure through the addition of a new lane (MA+20 credits) and the utilization of an index for calculating within cell salary amounts. The

specific salary amounts would have to be calculated per the index and then verified by both parties before such amounts became effective. The Arbitrator finds no reason to conclude therefore that the Association's final offer is defective.

The Comparables Issue

The second procedural issue is that of which set on bench marks are to be selected in making the comparisons of wages and other working conditions as provided in the statute. The Association proposes the Bay Athletic Conference arguing that it is traditional and appropriate to use as a yardstick those other school districts which comprise of the athletic group of which Clintonville is a member. The Board rejects this choice and with the exception of a single school district, Shawano-Gresham, argues for an entirely different group of comparables.

The undersigned finds little to commend completely either set of comparables in their entirety. In the first place the Bay Athletic Conference is a collection of school districts with only a limited number of similar characteristics as these relate to the Clintonville District. Four of the Districts are basically a part of the Green Bay Metropolitan area (Ashwaubenon, DePere, West DePere, and Howard-Suamico), Marinette is geographically distant, and many of the districts are considerably larger than Clintonville in terms of teachers and students.

Second, the non-conference comparables proposed by the Board are with a few exceptions at the other extreme. That is, they are nearly all very small districts, located quite far from Clintonville, and little in common with the District in question here.

As a consequence, the Arbitrator is compelled to construct his own set of comparables, using such criteria as number of students, number of teachers, proximity to Clintonville, and similarity of products or services in the area. Thus the Arbitrator's composite set of primary comparables will be comprised of:

	<u>School District</u>	<u>Teachers (FTE)</u>	<u>Students (FTE)</u>
	Pulaski	164.8	2649
*	Shawano-Gresham	142.0	2447
	Seymour	128.0	2200
*	New London	125.5	2291
	Clintonville	103.5	1604
*	Bonduel	54.2	901
*	Manawa	52.5	870
*	Marion	51.0	858
*	Shiocton	48.8	826

* - Districts contiguous to Clintonville.

In addition, to the extent that the above group is insufficient as a basis of comparisons additional school districts or other groups of employees will be utilized as a secondary set. Included in this set would be:

<u>School District</u>	<u>Teachers (FTE)</u>	<u>Students (FTE)</u>
Marinette	148.8	2414
Oconto Falls	98.5	1653
Hortonville	90.5	1542
Oconto	69.5	1172

The Salary Offers

The dispute over salaries between the parties is divisible into two categories: salary level; and salary structure. In terms of its offer of a 1982/83 base adjustment the Board argues its offer of \$12,800 is more realistic given what it labels as the most severe recession since the 1930s. "... high unemployment, wage freezes, wage cuts or very small wage increases mean severe cutbacks in many citizen's income levels." The Board then cites with approval Arbitrators Fleischli (School District of Middleton, no. 19133-A, June 1982), Gundermann (School District of Cudahy, no. 19635-A, October 1982) and Fogelberg (Westby Area School District, med/arb-1210, November 1982).

The Board further contends, using its set of comparables that its salary offer is in line with those being offered or paid by its preferred bench marks. Even using some of the districts proposed by the Association, the Board argues that its final offer still falls within the reasonable range, with none of the Association's comparables exceeding by much the offer of the Clintonville School District. In this respect the Board also offered in its own behalf a series of private and public sector settlements which it believed also supported its position.

Finally, with regard to its salary offer the Board made reference to changes in the consumer price index over the relevant period of the contract - August 1981 through August 1982. The cost of living as measured by the CPI increased for the US generally 5.8 percent. When compared with the average salary adjustment proposed by the Board (7.72%) and its total package increase (8.04%) the Board cites its offer to be more reasonable than the Association's final offer of 11.04% and 11.86% salary and total package respectively.

The Association for its part disputes the Board's arguments and evidence at nearly every term. Thus for example, the Association contends, as pointed out above that the relevant set of comparables is that of the Bay Athletic Conference. Here it cites two settlements, Seymour School District and Marinette as close to the salary offer of the Clintonville teachers. It also points to a recent arbitration of the Clintonville Police by Arbitrator Weisberger (Decision no. 19532, October 4, 1982) in which the police were awarded an 8 percent salary only increase.

With regard to the current economic situation the Association concludes that "all is not doom and gloom;" that for both the national and Clintonville economies things are looking up. Thus the local employers are not hurting as badly as the Clintonville teachers and in any event, "... the District never indicated it could not pay the Association's salary."

Finally with regard to the CPI, the Association's teachers have lost purchasing power on the order of 21.52 percent since 1975 and this is more relevant, says the Association than merely taking one year's change in prices. In sum, the Association concludes:

"The salary schedule proposed by the Association is fair and equitable when viewed of the low position Clintonville teachers have compared with comparable districts and would only maintain our position when using the District's set of comparables. It is also fair when looking at the police 1982-83 contract for the City of Clintonville."

Consideration of the Arguments

As already indicated the undersigned could find little guidance for the salary issue from the primary sets of comparables proposed by the parties. Moreover, the arguments based on the use of the Clintonville Police award by Arbitrator Weisberger also is not compelling. In that case Arbitrator Weisberger was faced with an "either-or" choice of a zero increase or eight percent. Under the circumstances it can hardly be argued that the award should be treated in like fashion to a voluntary settlement or much less be labeled as the Association does that on the basis of the award "[t]he Clintonville Community has already accepted a pay standard equal to or greater than the Association's salary demand ..."

The undersigned also considers of little probative value the data on private and public sector comparables submitted in support of its case by the District. While potentially of great value, in the form they were submitted the data could not be verified as to accuracy nor subject to the normal standards of cross examination by the Association. To remedy this situation such data should have its collection format agreed to beforehand and then collected jointly; or short of that, by an agreed to neutral source.

Turning now to the composite set of comparables we find that in terms of BA base, BA max and MA base and so forth, Clintonville tends to rank approximately fifth in the primary grouping, usually most closely associated with Shawano-Gresham, Bonduel, and depending on the circumstances Seymour, Manawa or New London. Ordinarily, the next step would be to ascertain what the voluntary settlements were for the comparables and to see whether Clintonville would suffer-or gain-significantly by virtue of being awarded either the Board's or Association's final offer. Unfortunately, among the primary composite set of comparable school districts only Seymour has settled for 1982/83 and that for a BA base adjustment of 7.25 percent and a total package increase of 9.0 percent. Beyond the primary grouping, the secondary set of comparable school districts show the following total package settlements:

<u>School District</u>	<u>Percent Increase (Total Package)</u>
Hortonville	8.23%
Marinette	8.28%
Oconto Falls	9.02%

The above data are clearly not dispositive of the salary issue but do suggest that the tide may not be running in 1982-83 in the direction of total package settlements of the magnitude sought in the instant dispute by the Association.

The parties have also raised the issues of cost of living and the welfare and interest of the public including the ability of the Employer to pay. Taking the latter consideration first, the Association claims there is no lack of ability by the Employer to pay the Teachers' final offer and the Board does not directly dispute this. The Board does however raise the specter of the possibility of a tax increase being necessary to fund the raise in salaries sought by the Association. This tax increase would be a burden

to an otherwise economically hardpressed Clintonville Citizenry. The Board, however, provides no concrete evidence to support the necessity of a tax increase beyond that which, if any, would be required to fund its own salary offer. Rather, there are only allusions to tax increases without the necessary evidence to substantiate such.

The cost of living, as measured by the C.P.I. is another matter. Relevant statistics show that the price index as calculated by the Bureau of Labor Statistics for August to August 1981/82, for all items and the U.S., increased only 5.8 percent. Moreover, all indications are that the CPI will continue to fall over the next twelve months of the contract period. Within this context the Board calculates, and this is not disputed by the Association, that the "average teacher would receive an increase of 7.72 percent under its offer and 11.04 percent under the Association's offer. The Association sees this as an opportunity for catch up, after many years of teachers' salaries lagging inflation.

That teachers' salaries have not matched inflation is without contradiction. However, few workers if any, have stayed even with ravages of double digit price increases, including those with built in contractual cost of living adjustments. As a review of voluntary settlements in the public sector of Wisconsin over the last few years reveals few salary or package agreements surpassed the price rises and few arbitrators were willing to award salary demands which equaled the changes in the C.P.I. The logic leads the undersigned to conclude that while some catch up is in order all the losses of purchasing power can not be remedied at once. Moreover, as the Employer argues, the general economic climate must be given some consideration. Economic times are harsh and whether measured by historic levels of unemployment, bankruptcies, or tax dilenquencies, all have a bearing on what is equitable and proper under the circumstances. All things considered, a wage freeze would not be appropriate but neither would salary or package levels justified easily a year or two ago. While the Association seeks a modest increase of 4.85 percent adjustment in the BA base the "roll up" through the structure and with the addition of the changes in fringe benefits which result will ultimately produce a total package increase of 11.59 to 11.86 percent. An increase of this magnitude requires more justification than it has been given up to this point by the Association.

Another element in the salary issue is a proposal by the Association that the schedule be indexed and an additional lane (MA plus 20 credits) be created. The Board calls these demands radical and a disruption of the status quo. The Association denies this contention. Looking at the Arbitrator's primary set of comparables one finds that four have indexed their schedules (Bonduel, New London, Seymour, and Shawano-Gresham) and four have not (Manawa, Marion, Shiocton and Pulaski). Thus, the comparables are split and while the idea of indexing is by no means radical it is not the preponderant practice among our comparison group.

Lacking a uniform practice the Arbitrator in fact finds no compelling reason to disturb the status quo, as the Board puts it. In this respect the undersigned believes that lacking a clear mandate to do otherwise, the second year of a contract, reopened on a limited basis, should not be a vehicle for significant changes in the parties' relationship. We would place the addition of a salary index in that category under the present circumstances.

In retrospect, consideration of both the salary level increase sought and the salary structure change to embody an index and an additional lane lead the undersigned to conclude that in terms of the salary issue, the Board's final offer is to be preferred.

The Issues of Health and Dental Insurance

In the present contract the language covering health insurance states that "the Board will pay single premium per month for individual coverage, and up to 135.00 per month ... for family coverage." Any additional cost beyond \$135.00 would be paid by the individual teacher. Similarly for dental insurance the Board agrees to pay the full premium for single coverage and up to \$25.00 per month for family coverage.

In its final offer the Board proposes to increase its contribution to \$145.00 per month for family coverage for health insurance and to \$35.00 per month for family dental insurance. The Association, however, requests that the Board pay 99 percent of the cost of the monthly family premium for both health and dental insurance.

The Board justifies its position first of all by reference to its own set of comparison school districts where it finds that it pays the highest cost for family coverage. Second, it cites a pattern among its comparables which shows that seven of eleven school districts specify dollar amounts for health insurance and seven of nine specify dollar amounts for the family dental premium. As a consequence says the Board, the Association's demand is radical and therefore they have a burden of proof to substantiate such a change.

In support of its proposal that family coverage for health and dental insurance be changed to 99 percent of the cost of the monthly premium the Association contends the Board has always paid 95-100 percent even though in dollar amounts. The District's offer would cause its contribution to slip to 83.6 percent, the lowest proportion ever. Further the Association believes its lists of comparables indicates that many districts have "full" premium payments by contractual agreement. And as to the allegation by the Board that the change to flat percentage amounts is radical, the Association concludes, "... putting the Employer's insurance contribution in percentage form has been the concept negotiated, only stated in dollar amounts, for years."

It seems evident that the Board in its negotiations over previous contracts has agreed to pay in dollar amounts virtually the equivalent of the entire cost of the family premiums for both dental and health care. In percentage terms this amounted to 97.8 percent of the family premium in 1981/82. The Board's offer to pay \$180 (Health \$145 plus dental \$35) would now equal 90.8 percent of the monthly cost of the family premium.

The Association contends that the Board's 1982/83 offer is a break with past practice in that the Board has more or less paid the full dollar cost. While the Board did agree to a certain dollar amount it is difficult to then say, however, that it also agreed to maintain the dollar amount at 99 percent of whatever the cost of the premiums would be. Rather the Board's past actions seem to support the notion that dollar amounts would continue to be bargained and the resulting sums as these are agreed to might - or might not - represent nearly full percentage pick up. As it is the Board's offer represents a pick up of 90.8 percent which is not insignificant.

Moreover, the Association argues, as does the Board, that its comparables support its position. By the Undersigned's set of comparison school districts a majority do pay the full monthly premium although few put the relevant contract language into percentage terms as the Clintonville Education Association would do.

The cost of health care is rising rapidly today - 10/15 percent per year as a component of the CPI - and shows no signs of abating. In the instant case the cost of monthly premiums for dental and health care rose from 1981/82 to 1982/83 18.0 percent. The health and dental fringe benefit cost of the Association's proposal (calculated from Board Exhibit 12b) would amount to

23.9 percent for 1982/83 over the previous contract year. The Board's offer by itself would amount to an increase of 15.3 percent. Again, these are not insignificant increases.

Under these circumstances the Arbitrator is hard pressed to accept the Association's position on health and dental particularly as it would modify the payment mechanism to a percentage figure. This leaves the employer's health and dental premium cost open ended and effectively removes it from bargaining. If the parties voluntarily agree to do so, so be it. Under a limited reopener clause, however, the burden, as the Board contends, is upon the Association to demonstrate why this change is necessary. The Arbitrator concludes that the Association has not done so and therefore finds the Board's final offer on health and dental to be more reasonable.

The Teacher Workday Issue

The Association proposes that the current contract language which reads "the normal teaching day is to consist of approximately an 8-hour period. Teachers will be released at 3:30 pm on the day before holidays and vacations" state "the Teachers' workday will be from 7:45 am to 3:45 pm with a minimum half hour duty free lunch period." It would also add that "when the building administrator calls a meeting after school, teachers will stay until 4:00 pm." The Board would hold to the existing language.

The Association put into evidence contract language drawn from a number of school districts in which the question of the teachers' workday was addressed. In nearly every instance the language called for a workday commencing at 8:00 am and ending at 4:00 pm (Marion, Oconto Falls, Bonduel, and Oconto). In addition, New London sepecified 8:10 am to 3:15 pm and Seymour, 7:45 am to 3:45 pm. For the Shawano-Gresham school district the workday was stated as a maximum of 300 minutes which could vary over a week's time.

The Board contends it already has a liberal workday policy and that the current practice is working well. To change now would create problems including precluding any opportunity for students to see teachers after school. Its most serious point of opposition, however seems to stem from the Board's perception that the Association is really asking for a shorter workday by 15 minutes. This, says the Board, "is really a salary increase on the order of 3 percent." These and other circumstances lead the Board to suggest that the Teachers' workday proposal would result in lower productivity and be counter productive to education.

As the undersigned reviews the evidence and argument presented by the parties on the workday issue several points come to mind. First, the current language seems open to much disagreement in interpretation and application. For example, it speaks of a "normal" teaching day on the one hand and an "approximat 8-hour day on the other. What is "normal"? How does it get defined? The same questions arise over the word "approximately." Such is the substance of grievances.

Second, the Association has submitted evidence that specific rather than general language on the topic has been adopted by comparable school districts.

Third, the Board argues that the Association's workday would be costly, counter productive, and so forth but in so arguing provides no evidence to support its position. The Board basically is contending that it is happy under the current contractual arrangement and thus sees no reason to change. The Arbitrator finds little merit in the Board's rationale on the teachers' workday and thus finds on this issue a preference for the Association.

Summary

On balance, the Arbitrator finds that the salary, health, and dental issues of the Board are to be preferred while the workday position of the Association is more reasonable. The overall importance of the salary issues as well as the Arbitrator's preference for the Board's position on health and dental lead the undersigned to conclude that the Board's final offer is the more acceptable of the two.

Having considered all of the issues in the light of the evidence presented, the arguments, and the statutory criteria, the undersigned renders the following:

AWARD

The final offer of the Board together with the prior stipulations of the parties is to be incorporated into the Collective Bargaining Agreement for the period beginning July 1, 1982 and through June 30, 1983.

Dated at Madison, Wisconsin this 6th day of April, 1983.



Richard Ulric Miller, Arbitrator