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OCT 12 1983

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Petition of :  
NECEDAH AREA TEACHERS ASSOCIATION :  
To Initiate Mediation-Arbitration : Case II  
Between Said Petitioner and : No. 29998 MED/ARB-1784  
NECEDAH AREA SCHOOL DISTRICT : Decision No. 19964-A  
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APPEARANCES:

Mr. Gerald Roethel, Executive Director, Coulee Region  
United Educators, on behalf of the Association.

Mr. Mario D. De Rose, Membership Consultant, Wisconsin  
Association of School Boards, on behalf of the District.

Arbitration Award

The Wisconsin Employment Relations Commission, appointed the undersigned as Mediator-Arbitrator pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act, in the matter of a collective bargaining dispute between Necedah Area Teachers Association, hereinafter the Association, and Necedah Area School District, hereinafter the Board or District. A mediation session, conducted by the undersigned was unsuccessful in resolving the dispute. At the conclusion of the mediation session, the parties agreed to waive an arbitration hearing before the mediator-arbitrator in the continuing dispute. Thereafter, the parties submitted exhibits and briefs which provide the basis for the Award herein.

ISSUES:

The issues at dispute between the parties arose under a contract reopener and are:

1. Salary schedule
2. Health insurance
3. Pay for unused sick leave
4. Extra-curricular schedule

The final offers of the parties appear on the following pages. Pursuant to the statute, the undersigned must adopt without modification the final offer of one of the parties on all unresolved issues.

Section 111.70(4)(cm)7 provides that the arbitrator is to consider the following criteria in evaluating the parties' final offers.

11:20 Offer  
9/20/82  
P.S

XIII. CONTINUATION

H. For each teacher, the School Board will pay up to \$45 per month for a single insurance plan or up to \$100 per month for a family insurance plan for the health and accident, life, disability and prior medical insurance carried as a group and approved by the School Board; such benefit to continue as long as the teacher is employed by the district and during summers between contract years in which the teacher is employed by the district.

J. The Board will annually reimburse the teacher, at the end of the contract year for that part his unused sick leave beyond the accumulation of 90 days at the rate of \$25.00 per day of unused sick leave. (i.e. a teacher who has accumulated 90 days and then uses only 5 days the following year, would be reimbursed for 5 unused days or \$125.00)

Requested by  
St. Paul, Conn  
(copy)  
(P.S.)  
P.S

( K. The School District will pay 5% of all eligible wages and salaries toward the employee contribution to SDMS for all contract teachers.



1984 12100  
Increment 425  
Lanes 300

~~NECEDAH SALARY SCHEDULE - 1982-83~~

Association offer

| <u>STEP</u> | <u>1</u><br><u>LA</u> | <u>2</u><br><u>BA+S</u> | <u>3</u><br><u>BA+16</u> | <u>4</u><br><u>BA+24</u> | <u>5</u><br><u>MA</u> | <u>6</u><br><u>MA+S</u> |
|-------------|-----------------------|-------------------------|--------------------------|--------------------------|-----------------------|-------------------------|
| 1           | 12600                 | 12900                   | 13200                    | 13500                    | 13800                 | 14100                   |
| 2           | 13025                 | 13325                   | 13625                    | 13925                    | 14225                 | 14525                   |
| 3           | 13450                 | 13750                   | 14050                    | 14350                    | 14650                 | 14950                   |
| 4           | 13875                 | 14175                   | 14475                    | 14775                    | 15075                 | 15375                   |
| 5           | 14300                 | 14600                   | 14900                    | 15200                    | 15500                 | 15800                   |
| 6           | 14725                 | 15025                   | 15325                    | 15625                    | 15925                 | 16225                   |
| 7           | 15150                 | 15450                   | 15750                    | 16050                    | 16350                 | 16650                   |
| 8           | 15575                 | 15875                   | 16175                    | 16475                    | 16775                 | 17075                   |
| 9           | 16000                 | 16300                   | 16600                    | 16900                    | 17200                 | 17500                   |
| 10          | 16425                 | 16725                   | 17025                    | 17325                    | 17625                 | 17925                   |
| 11          | 16850                 | 17150                   | 17450                    | 17750                    | 18050                 | 18350                   |
| 12          | 17275                 | 17575                   | 17875                    | 18175                    | 18475                 | 18775                   |
| 13          | 17700                 | 18000                   | 18300                    | 18600                    | 18900                 | 19200                   |
| 14          | 18125                 | 18425                   | 18725                    | 19025                    | 19325                 | 19625                   |
| 15          | 18550                 | 18850                   | 19150                    | 19450                    | 19750                 | 20050                   |

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LONGEVITY - one (425) increment every third year.

## NECEDAH SALARY SCHEDULE - 1982-83

| <u>STEP</u> | <u>BA</u> | <u>BA+8</u> | <u>BA+16</u> | <u>BA+24</u> | <u>MA</u> | <u>MA+5</u> |
|-------------|-----------|-------------|--------------|--------------|-----------|-------------|
| 1           | 12450     | 12750       | 13050        | 13350        | 13650     | 13950       |
| 2           | 12875     | 13175       | 13475        | 13775        | 14075     | 14375       |
| 3           | 13300     | 13600       | 13900        | 14200        | 14500     | 14800       |
| 4           | 13725     | 14025       | 14325        | 14625        | 14925     | 15225       |
| 5           | 14150     | 14450       | 14750        | 15050        | 15350     | 15650       |
| 6           | 14575     | 14875       | 15175        | 15475        | 15775     | 16075       |
| 7           | 15000     | 15300       | 15600        | 15900        | 16200     | 16500       |
| 8           | 15425     | 15725       | 16025        | 16325        | 16625     | 16925       |
| 9           | 15850     | 16150       | 16450        | 16750        | 17050     | 17350       |
| 10          | 16275     | 16575       | 16875        | 17175        | 17475     | 17775       |
| 11          | 16700     | 17000       | 17300        | 17600        | 17900     | 18200       |
| 12          | 17125     | 17425       | 17725        | 18025        | 18325     | 18625       |
| 13          | 17550     | 17850       | 18150        | 18450        | 18750     | 19050       |
| 14          | 17975     | 18275       | 18575        | 18875        | 19175     | 19475       |
| 15          | 18400     | 18700       | 19000        | 19300        | 19600     | 19900       |

ms  
9/21/82

LONGEVITY - One (\$425) increment every third year

Increment - 425

Lanes - 300

~~XXI~~ COMPENSATION

- H. The School Board will pay up to \$45 per month for a single insurance plan and up to \$100 per month for a family insurance plan for the health and accident, life, disability and major medical insurance carried as a group and approved by the school board; such benefit to continue as long as the teacher is employed by the district and during summers between contract years in which the teacher is employed by the district.

J.R.  
9/25/82

- "A. The lawful authority of the municipal employer.
- B. Stipulations of the parties.
- C. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- D. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- E. The average consumer prices for goods and services, commonly known as the cost-of-living.
- F. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- G. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- H. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

POSITIONS OF THE PARTIES:

The District argues that school districts in the Scenic Bluffs Athletic Conference are the most relevant for comparative purposes herein. The conference includes the districts of: Bangor, Cashton, Elroy, Hillsboro, New Lisbon, Norwalk-Ontario, Wonewoc and Necedah. The District states that the athletic conference consists of districts of similar size and geographic area and constitutes the most appropriate group for comparison to Necedah.

With respect to the issue of health insurance, the Board states that it has agreed to increase the dollar amount of coverage (\$41 to \$45 for single coverage, \$89 to \$100 for family coverage.) The District argues that the Association has proposed a modification of the language in Article XXI, Section H by adding the words, "For each teacher." The impact of such modification, according to the Board, would be to allow a spouse to apply the dollar value of health insurance benefits to his/her spouse's family insurance plan so that the District pays 100% of the premium.

The Board argues that the health insurance language proposal of the Association falls outside the scope of the contract reopener and that further, a grievance on the matter is pending. The District contends that the language of the

provision cannot be amended until the agreement expires.

The District also argues that the Association has failed to demonstrate a need for a change in the existing language or that its proposal is comparable to provisions in other athletic conference schools.

The Association, contrary to the District, has proposed that compensation for unused sick leave be increased from \$20 to \$25 per day. The Board contends that the Association's proposal is unreasonable and states that no other district in the Scenic Bluffs Athletic Conference pays for unused sick leave on an annual basis.

On the issue of the extra-curricular schedule, the Board proposes no change in extra-curricular salaries and contends that the Association has proposed an excessive monetary increase in one year without justification. The District states that the Association's offer represents an increase of 36.54% in extra-curricular pay which the Association characterizes as an increase of 23.40%. The District argues that direct comparisons of extra-curricular duties among comparable districts cannot be made as the activities and their emphasis vary from district to district.

The District states that while its extra-curricular schedule may be near the low end of the range for some positions among athletic conference schools, there has been no showing of a deterioration of the District's relative status over the years. The Board asserts that its final offer does not alter the historical relationship of Necedah's extra-curricular salaries to those paid in comparable districts. The District further argues that settlements on extra-curricular salaries among comparable districts averaged 5.25%, significantly less than that proposed by the Association. The Board states that its proposal on extra-curricular salaries is more reasonable in view of economic realities and the District's desire to offer monetary improvement on the salary schedule where it benefits all rather than some of the teaching staff.

With respect to the issue of salary schedule, the Board has proposed a BA base salary of \$12,450 compared to a BA base salary of \$12,600 proposed by the Association. The parties have agreed to lane increments of \$300 and experience increments of \$425. The Board costs its final offer as an 8.05% increase and the Association's proposal as a 9.81% increase. The District argues that the Association's proposal is excessive and unreasonable and not in the best interests of the public. The Board points out that unemployment in Juneau County for 1982 was 12% and states that high taxes and aid cutbacks further makes the Association's final offer unacceptable.

The Board argues that the District's financial situation is more severe than that in other comparable districts as the cost per pupil is higher in Necedah and state aid per member is the lowest. The District states that Necedah taxpayers must bear a greater burden than taxpayers in neighboring districts as evidenced by a 10.21 tax levy, the highest among Scenic Bluff Athletic Conference districts. The District further argues that a significant decline in enrollment coupled with increased area valuations, has decreased the amount of state aids received by the District.

The District contends that its final offer is supported on the basis of salary settlements among comparable districts. The Board states that benchmark salaries in the athletic conference are relatively close and that the salary spread between such districts is small. Accordingly, the Board asserts that



the relative rankings of the districts is subject to change in a given year. The Board argues that Necedah has improved or maintained its rank at each benchmark with the exception of the schedule maximum. The District states there are no teachers at the schedule maximum and further that Necedah alone provides a liberal longevity provision under which every teacher beyond the schedule receives \$425 every three years.

The District asserts that its final offer on salary is consistent with the pattern of settlement among comparable districts. The relative rank of Necedah at the benchmarks, according to the Board, will not be affected by selection of either final offer with the possible exception of one BA base settlement. The District further contends that while both final offers exceed the 4.6% increase in the Consumer Price Index at the time of this dispute, the Board's offer is the more reasonable and will not result in a reduction of teacher spending power.

The Board concludes that the final offers must be viewed in their totalities. The agreement, reopened only on monetary items by these negotiations, is the first contract between the parties. The District states that it has agreed to an increase in insurance premium contribution and to payment of the employee's 5% STRS contribution. The Board asserts that its final offer, viewed in its totality, is the more reasonable of the two.

The Association agrees that districts in the Scenic Bluffs Athletic Conference constitute the appropriate primary comparable group. However, the Association argues that the 23 districts within CESA #12 are also relevant for comparative purposes. The Association contends that the number of settlements is limited and the pattern of settlements within the athletic conference is not conclusive and that therefore consideration should be given to districts in CESA #12.

With respect to the extra-curricular schedule, the Association proposes an increase of \$3,575 divided among current positions and the additional position of Freshman Basketball. The Association states that its proposal results in an average increase of \$83.14, with most positions receiving a \$50 increase. The Association argues that Necedah falls below the average paid among conference districts for 23 of 29 typical extra-curricular duties. Districts in the athletic conference which have settled, according to the Association, have provided an increase in extra-curricular compensation. The Association argues that the District's relative low rank on extra-curricular pay warrants the equitable increase proposed by the Association.

The Association final offer provides an increase in payment for unused sick leave from \$20 to \$25 per day annually. The pay for unused sick leave was adopted in 1979-80 at \$15 per day. It was increased to \$20 per day in 1981-82. The Association notes that two other athletic conference districts provide payment for unused sick leave upon retirement. The Association contends that the accumulated total of unused sick days in Necedah is the smallest of any athletic conference district. The Association states that rather than proposing an increase in the yearly accumulation, it proposed a \$5 per day increase for unused sick leave. That proposal is supported, according to the Association, by increases in unused days provided to teachers in the Scenic Bluffs Conference and by the reduced liability to the District for catastrophic illness.

The Association states that 118 unused days were paid out

to staff in 1980-81 and 111 days were paid in 1981-82. The Association estimates that 110 days will be paid in 1982-83 and that at \$20 per day, as proposed by the District, the District's budgeted amount of \$2,500 for unused sick leave would be partially unspent.

The Association proposes that the health insurance language be modified to read:

"For each teacher, the School Board will pay up to \$45 per month for a single insurance plan or up to \$100 per month for a family insurance plan ..."  
(new language emphasized)

The Association contends that since the first contract between the parties in 1981-83, the practice has been to allow a spouse to apply health insurance benefits dollars to a spouse/employee health plan. The Association argues that its proposal seeks only to clarify the language and does not alter the application of the agreement. The two families in which both spouses are employed by the District have, according to the Association, participated in the application of insurance dollars to an employee-spouse plan. The Association asserts that its proposed clarification is consistent with the original intent of the provision and with subsequent discussions between the parties concerning the specific families.

The Association's final offer proposes an additional \$150 on each cell of the salary schedule. The Association states that its salary proposal represents a 8.91% salary increase and 9.53% package increase while the Board offer contains a 7.96% salary increase and 8.06% package increase.

The Association states that from 1977-78 to 1981-82, Necedah's rank within the Athletic Conference on BA maximum salary and MA maximum salary remained relatively stable. However, the Association contends that on the BA minimum, Necedah dropped from first to third to fifth and that on the MA minimum, the District started at third, dropped to fourth, to eighth, to sixth and then raised to second. The Association asserts that, in total, there has been a minor decline in salary rank for the District.

The Association argues that the dollar increases proposed by the Board parallel those of the Norwalk-Ontario settlement and fail to provide any measure of catch-up. The Association contends that its offer more closely approximates the settlements reached in Elroy and Hillsboro and should be adopted as more reasonable. The Association further argues that an analysis of CESA #12 settlements supports the conclusion that there is a need for catch-up dollars in Necedah.

The Association states that there has been a net reduction of five positions and change of staff in eleven positions which has resulted in a net savings to the District. The Association asserts that while there has been a decline in District enrollment, there has also been a decline in staffing. The Association argues that the District is in a good financial position, is able to meet the monetary package proposed by the Association and has not argued an inability to pay.

The Association contends that its proposal would return the District to its 1977-78 salary ranking and that its offer is below the average of settlements achieved in CESA #12.

The Association states that increases in the Consumer Price Index are not the most relevant criteria herein.

Arbitrators have held, according to the Association, that the proper measure of protection against inflation should be determined by what other comparable employers and associations have settled for as they have experienced the same inflationary ravages as this Employer and Association. The Association argues that the pattern of settlements in the Athletic Conference and CESA #12 supports the Association's final offer.

The Association further argues that a comparison of the overall compensation of teachers in Necedah with that of teachers in CESA #12 and Athletic Conference schools finds the Association's offer the least divergent and therefore the more reasonable.

DISCUSSION:

The undersigned is persuaded that the athletic conference provides a sufficient number of districts of similar size and geographic area to constitute an appropriate set of comparables herein. The Scenic Bluffs Athletic Conference consists of the districts of:

|                      | 81-82<br>avg. enrollment | 81-82<br>FTE |
|----------------------|--------------------------|--------------|
| Bangor               | 557                      | 40.50        |
| Cashton              | 567                      | 38.18        |
| Elroy-Kendall-Wilton | 1,060                    | 76.90        |
| Hillsboro            | 624                      | 41.75        |
| Necedah              | 543                      | 38.00        |
| New Lisbon           | 721                      | 49.25        |
| Norwalk-Ontario      | 483                      | 32.00        |
| Wonewoc              | 494                      | 32.10        |

While there are four issues remaining in dispute between the parties, the undersigned believes that the issue of salary is the most significant element of the final offers.

A review of the extra-curricular salaries paid by comparable districts discloses that Necedah's rates are somewhat lower but that the District pays extra-curricular compensation for a greater variety of duties than those compensated in other Athletic Conference districts. Moreover, the Association's extra-curricular proposal, according to its own costing, represents an increase in expenditures of \$3,575 or 23%. While the arbitrator is satisfied that the District's extra-curricular schedule is in need of some improvement, a 23% increase in one year is substantial.

With respect to the issue of health insurance language, the undersigned is persuaded that the Association's proposal does not exceed the scope of the negotiations' reopener giving rise to this proceeding. That reopener provides, "Subjects to be negotiated: Calendar, salary schedule, health insurance, salaries for extra-curricular activities and retirement."

The Association's proposal potentially affects the cost of health insurance premiums assumed by the District for two families in which both spouses are District-employed. The arbitrator further believes the Association proposal is not

precluded on the basis of a pending grievance which arose under old language and practice. The Association is proposing new language which would increase insurance costs to the District. That cost is limited and the issue is not determinative of the dispute herein.

The issue of pay for unused sick leave is difficult to assess on the basis of comparables. It is clear that other districts in the Athletic Conference permit a greater accumulation of sick leave than does Necedah but it is also a fact that Necedah is the only district which pays for unused sick leave on an annual basis. The Association estimates that eleven staff members are eligible for payment for unused sick leave for the year and that if none of them were ill, the potential cost to the District would be \$2,750.

The undersigned is reluctant to conclude, on the record before her, that a \$5 per day increase in payment for unused sick leave is warranted as an offset for the District's lower sick leave accumulation. The amount of the proposal increase suggests that the Association's proposal is based upon the incremental increases for unused sick leave negotiated by the parties in the past. The arbitrator is not persuaded that the \$20 rate proposed for continuation by the Board is inadequate.

The arbitrator has thoroughly reviewed the exhibits and arguments of the parties with respect to the issue of salary. An examination of salary benchmarks among comparable districts is useful in determining the reasonableness of the respective final offers.

BA - base

|   | <u>1981-82</u> | <u>1982-83</u>    | <u>dollar<br/>increase</u> |
|---|----------------|-------------------|----------------------------|
| Bangor                                  | \$11,800       | \$12,510          | \$ 710                     |
| Cashton                                 | 11,675         | 12,225            | 550                        |
| Elroy                                   | 11,950         | 12,775            | 825                        |
| Hillsboro                               | 11,750         | 12,640            | 890                        |
| New Lisbon                              | 11,500         | 12,750            | 1,250                      |
| Norwalk-Ontario                         | 12,050         | 12,750            | 700                        |
| Wonewoc                                 | 11,500         | 12,170            | 670                        |
| <br>Necedah                             | <br>11,750     | <br>12,450-12,600 | <br>700-850                |
|   | (3 of 8)       | (6 of 8) (5 of 8) |                            |
| Average dollar increase without Necedah |                |                   | (799)                      |

BA - maximum

|   | <u>1981-82</u>     | <u>1982-83</u>                    | <u>dollar<br/>increase</u> |
|---|--------------------|-----------------------------------|----------------------------|
| Bangor                                  | \$16,660           | \$17,730                          | \$ 1,070                   |
| Cashton                                 | 17,135             | 17,825                            | 690                        |
| Elroy                                   | 15,700             | 16,985                            | 1,285                      |
| Hillsboro                               | 16,310             | 17,440                            | 1,130                      |
| New Lisbon                              | 17,605             | 18,675                            | 1,070                      |
| Norwalk-Ontario                         | 16,850             | 17,850                            | 1,000                      |
| Wonewoc                                 | 16,680             | 17,770                            | 1,090                      |
| Necedah                                 | 17,350<br>(2 of 8) | 18,400-18550<br>(2 of 8) (2 of 8) | 1,050-1,200                |
| Average dollar increase without Necedah |                    |                                   | (1,048)                    |

MA - base

|   | <u>1981-82</u>     | <u>1982-83</u>                     | <u>dollar<br/>increase</u> |
|---|--------------------|------------------------------------|----------------------------|
| Bangor                                  | \$12,612           | \$13,359                           | \$ 747                     |
| Cashton                                 | 12,875             | 13,465                             | 590                        |
| Elroy                                   | 12,700             | 13,525                             | 825                        |
| Hillsboro                               | 12,350             | 13,240                             | 890                        |
| New Lisbon                              | 12,286             | 13,590                             | 1,304                      |
| Norwalk-Ontario                         | 13,650             | 14,350                             | 700                        |
| Wonewoc                                 | 12,550             | 13,320                             | 770                        |
| Necedah                                 | 12,950<br>(2 of 8) | 13,650-13,800<br>(2 of 8) (2 of 8) | 700-850                    |
| Average dollar increase without Necedah |                    |                                    | (832)                      |

MA - maximum

|   | <u>1981-82</u> | <u>1982-83</u>    | <u>dollar<br/>increase</u> |
|---|----------------|-------------------|----------------------------|
| Bangor                                  | \$18,987       | \$20,184          | \$ 1,197                   |
| Cashton                                 | 18,335         | 19,500            | 730                        |
| Elroy                                   | 18,950         | 20,035            | 1,085                      |
| Hillsboro                               | 18,050         | 19,240            | 1,190                      |
| New Lisbon                              | 18,391         | 19,890            | 1,499                      |
| Norwalk-Ontario                         | 18,450         | 19,450            | 1,000                      |
| Wonewoc                                 | 17,730         | 18,920            | 1,190                      |
| <br>                                    |                |                   |                            |
| Necedah                                 | 18,550         | 19,600-19,750     | 1,050-1,200                |
|   | (3 of 8)       | (4 of 8) (4 of 8) |                            |
| <br>                                    |                |                   |                            |
| Average dollar increase without Necedah |                |                   | (1,127)                    |

Schedule maximum

|   | <u>1981-82</u> | <u>1982-83</u>    | <u>dollar<br/>increase</u> |
|---|----------------|-------------------|----------------------------|
| Bangor                                  | \$19,103       | \$20,308          | \$ 1,205                   |
| Cashton                                 | 18,935         | 19,685            | 750                        |
| Elroy                                   | 19,100         | 20,185            | 1,085                      |
| Hillsboro                               | 18,050         | 19,240            | 1,190                      |
| New Lisbon                              | 18,653         | 20,340            | 1,687                      |
| Norwalk-Ontario                         | 18,450         | 19,450            | 1,000                      |
| Wonewoc                                 | 18,150         | 19,380            | 1,230                      |
| <br>                                    |                |                   |                            |
| Necedah                                 | 18,850         | 19,900-20,050     | 1,050-1,200                |
|   | (4 of 8)       | (4 of 8) (4 of 8) |                            |
| <br>                                    |                |                   |                            |
| Average dollar increase without Necedah |                |                   | (1,164)                    |

The relative rank of the District on the benchmarks would be the same under either offer with the exception of the BA base. While the Board's offer more closely approximates the average dollar increase among comparables on the BA maximum benchmark, the Association proposal is least divergent from the average increases on the other benchmarks among comparables.

The arbitrator believes that the percentage increases in comparable districts is also a relevant consideration. The parties disagree as to the exact settlement figure in some districts. Their respective views are offered below:

Percent increase in 82-83 package

|                 | <u>Board figures</u> | <u>Association figures</u> |
|-----------------|----------------------|----------------------------|
| Bangor          | 7.91%                | 8.98%                      |
| Cashton         | 7.56                 | 7.56                       |
| Elroy           | 6.77                 | 8.38                       |
| Hillsboro       | 8.70                 | 9.12                       |
| New Lisbon      | 7.11                 | 7.11                       |
| Norwalk-Ontario | 7.95                 | 8.08                       |
| Wonewoc         | -                    | -                          |

Assuming that the Association's figures are correct in stating package increases among comparable districts and that, herein, the Board's offer is an increase of 8.06% and the Association offer is an increase of 9.53% the District's final offer is less divergent from the average comparable settlement of 8.02% than is the Association proposal. The undersigned is not persuaded that a 9.53% increase, which would be the largest increase among the comparable districts, is warranted on the basis of the record before her. She concludes that the Board's offer more closely approximates the percent increases among comparables, maintains the relative rank of the District on all but one benchmark, and is the more reasonable of the two.

Having reviewed the evidence and arguments and having considered the statutory criteria, it is the opinion of the undersigned that the District's offer is preferable on the basis of salary schedule, extra-curricular pay and unused sick leave. Accordingly, the undersigned makes the following

AWARD

The final offer of the District, along with the previously agreed upon stipulations of the parties, shall be incorporated into the terms of the agreement as required by statute.

Give this 20<sup>th</sup> day of September, 1983.

By: Kay B. Hutchison  
Kay B. Hutchison  
Mediator-Arbitrator