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 In the Matter of the Petition of :
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 ATHENS EDUCATION ASSOCIATION :
 :
 To Initiate Mediation-Arbitration :
 Between Said Petitioner and :
 :
 SCHOOL DISTRICT OF ATHENS :
 :
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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Case III
No. 29685
MED/ARB-1647
Decision No. 20025-A

APPEARANCES

Thomas J. Coffey, Executive Director, Central
Wisconsin UniServ Council-North, on behalf of the
Association

William G. Bracken, Wisconsin Association of School
Boards, on behalf of the District

On November 2, 1982 the Wisconsin Employment Relations Commission (WERC) appointed the undersigned Mediator-Arbitrator pursuant to Section 111.70 (4)(cm)6 b. of the Municipal Employment Relations Act (MERA) in the dispute existing between the School District of Athens, hereafter the District or the Board, and the Athens Education Association, hereafter the Association. Pursuant to statutory responsibilities the undersigned conducted a public hearing and mediation proceedings between the parties on January 17, 1983, which failed to result in voluntary resolution of the dispute. The matter was thereafter presented to the undersigned in an arbitration hearing conducted on March 14, 1983 for final and binding determination. Post hearing exhibits and briefs were filed by both parties by March 14, 1983. Based upon a review of the evidence and arguments and utilizing the criteria set forth in Section 111.70(4)(cm), Wis. Stats., the undersigned renders the following arbitration award.

SUMMARY OF ISSUES

This dispute covers the agreement between the parties for the 1982-1983 school year. In dispute are issues related to the salary schedule, dental insurance, personal leave, fringe benefits for part-time teachers reduced from full-time, and the extra curricular pay schedule. In addition, issues have arisen over comparability which may have an impact on many of the other substantive issues in dispute. Therefore the issue of comparability will be initially addressed. Thereafter, the merits of the substantive issues in dispute will be discussed individually. Finally, the relative merit of the total final offer of both parties will be addressed.

COMPARABILITY

Association Position

The Association proposes two comparability groups: one consisting of 48 similar sized districts (0-99 FTEs) within a 100-mile radius of Athens which have 1982-83 settlements, and a second smaller grouping of similar sized districts (33) within a 100-mile radius of Athens which settled for 1982-83 during the current round of bargaining. Both of the foregoing groupings are drawn from a population of 135 similar sized districts within a 100-mile radius of Athens.

The data from one voluntary settlement in the Athletic Conference should not outweigh the pattern established by settlements in 33

other similar size districts in the general geographic area which occurred in the same type of economic climate. The same conclusion must hold even if the few multi-year agreements are removed from this population.

The Association's proposed comparables, which are based upon similarity of size, are consistent with arbitral precedent. 1/

Admittedly, the Association's radius of comparability is somewhat larger than in cited arbitration decisions. However, this larger circle is needed at this time to give a fair picture of what the pattern of voluntary wage increases is for similar sized school districts.

In addition, the school funding formula in Athens is identical to the other smaller, mostly rural districts in the Association's primary tier of comparability.

Furthermore, Athens' cost per member is below the average cost for similar size schools within a 100-mile radius which settled during the most relevant time frame. In the same regard, Athens' tax rate is also below the average for such schools.

Although some arbitrators have not utilized larger geographic areas in selecting comparables, particularly in police and fire cases, these cases can be distinguished from teachers because of the statewide standards for certification which exist only for teachers, and also because of the declared policy of the State to provide reasonable equality of educational opportunity for all children in the State.

Lastly, the record also indicates that the labor pool from which Athens' teachers have been chosen is consistent with the Association's proposed comparables.

District Position

As comparables the Board has proposed the districts in the Marawood Athletic Conference, which include, in addition to Athens, Abbotsford, Edgar, Granton, Marathon, Pittsville, Prentice, Rib Lake, Spencer, and Stratford.

Districts in the Marawood Athletic Conference are most comparable based upon enrollment, number of teachers, pupil-teacher ratio, annual cost per student, tax rates, state aid per student, athletic conference membership, they rely predominately on agriculture as the property base, they share special education programs, they share and compete in the same labor market, and they have a community of interest due to their close geographical proximity to one another.

Furthermore, the Union's prolific and all encompassing list of comparable districts based on a 100-mile radius is unreasonable in that it covers over three-fourths of the State. Said districts are thus simply too diverse to compare when one looks at their size, cost per student, levy rates, and equalized valuation per student. In addition, the parties have never relied upon such comparisons at any time.

The Union's proposed comparables also include districts that have settled multi-year agreements under radically different economic conditions, and thus they must be rejected on that ground as well.

Discussion

Based upon arbitral precedent under the med/arb law, there is no question in the undersigned's mind that had a majority of the District's proposed comparables had settlements for 1982-1983 which had been negotiated in this round of bargaining, its comparables would be the appropriate set to utilize in this proceeding.

1/ Citations omitted.

Based upon similarity of size and geographic proximity the District's proposed comparables are clearly the most appropriate set to utilize, but for the fact that a majority of these districts do not have 1982-1983 settlements. In addition, among the few that do, two out of three are part of multi-year agreements which were negotiated in different economic circumstances, and therefore such settlements must be given less weight than recently negotiated settlements which have occurred under similar economic conditions.

Unfortunately the record indicates that other similar sized districts which are geographically proximate to Athens had not settled for 1982-83 during the pendency of the instant proceeding. Therefore, the undersigned has not been able to fashion an expanded list of comparable districts which are both geographically proximate and of similar size.

Although the Association has proposed a group of comparable districts that have 1982-1983 settlements, the undersigned does not believe that it would be fair and appropriate at this time to utilize these comparables to analyze, on a comparative basis, actual salaries and fringe benefits. Although the Association correctly points out that there appears to be a public policy in this State mandating relative equality of educational opportunity across the State, which includes standardized minimal requirements in the form of teacher certification, great emphasis has been given to the determination of conditions of employment based upon relatively local considerations, including comparability with geographically proximate districts of relatively similar size. Under these specific circumstances, the undersigned believes that although specific conditions of employment in the District should not be compared with similar sized districts which are not geographically proximate, it would not be inappropriate, indeed it might be helpful, to look at patterns of settlements among similar sized districts in a broader geographical area, at least to ascertain how these public employer/employee relationships are responding to an adverse economic environment which seems to be affecting them all, at least to some extent. Thus, if such patterns become evident, the undersigned believes it is relevant to consider those patterns in determining the reasonableness of final offers in a proceeding such as this.

However, this conclusion should not be construed in an overly broad manner. In that regard although it might be appropriate to look at the relative size of total package settlements, for example in terms of their percentage value, in order to determine how parties are responding to both inflation and the recession, it would not be appropriate at this time to compare actual salaries or fringe benefits in such a population since such benefits are usually compared with employment conditions which exist in comparable employment relationships in the same geographic area and labor market. Until the parties begin to utilize as a basis for their voluntary decisions in the collective bargaining process statewide or regional comparables, or until the parties and arbitrators can begin to agree on the weight which must be given to factors which distinguish the economic environments which exist in a larger geographical setting, such as differences in unemployment levels, differences in tax levies and the tax base of communities, and differences in the cost of living in communities, to name a few, it is generally more acceptable to compare actual conditions of employment with comparable employer/employee relationships where there is less likelihood that such factors will play a significant role in justifying differences in conditions of employment.

Thus, under the foregoing analysis, while the District's proposed comparables would appear to be the most appropriate set of comparables to utilize herein, because of the limited amount of data that is available in that regard, the Association's proposed comparables are relevant to the extent that they may reflect patterns of settlements which have occurred under similar economic conditions.

In light of the timing of the instant dispute and the limited amount of relevant comparable data which this record contains, the undersigned believes it is appropriate to note that in his opinion, although comparability remains a relevant factor in the ultimate determination which must be made herein, it must be given less weight than it has been given by the undersigned in other proceedings similar to this. In that regard 1982-1983 data for the primary comparables is sparse at best, and therefore, any comparability determinations must be made primarily on 1981-1982 data. Furthermore, although the Association has presented substantial salary data pertaining to its proposed comparables, it has not presented evidence which indicates the total value of the 1982-1983 settlements which occurred among its proposed comparables, and thus any conclusions regarding patterns of settlements in this proposed population of school districts would be based upon incomplete and potentially misleading information.

CURRENT 1981-82 SALARIES

Step	Years Experience	B.S.	B.S.	B.S.	B.S.	B.S.	M.S.	M.S.
		+ B.S.	+ 6	+ 12	+ 18	+ 24	or B.S. +30	+ 6
1	0	11,950	12,130	12,310	12,490	12,670	12,850	13,030
2	1	12,440	12,620	12,800	12,980	13,160	13,340	13,520
3	2	12,930	13,110	13,290	13,470	13,650	13,830	14,010
4	3	13,420	13,600	13,780	13,960	14,140	14,320	14,500
5	4	13,910	14,090	14,270	14,450	14,630	14,810	14,990
6	5	14,400	14,580	14,760	14,940	15,120	15,300	15,480
7	6	14,890	15,070	15,250	15,430	15,610	15,790	15,970
8	7	15,380	15,560	15,740	15,920	16,100	16,280	16,460
9	8	15,870	16,060	16,230	16,410	16,590	16,770	16,950
10	9	16,360	16,540	16,720	16,900	17,080	17,260	17,440
11	10	16,850	17,030	17,210	17,390	17,570	17,750	17,930
12	11	17,000	17,520	17,700	17,880	18,060	18,240	18,420
13	12	17,150	17,670	17,850	18,030	18,360	18,730	18,910
14	13	17,300	17,820	18,000	18,180	18,660	19,030	19,210
15	14		17,970	18,150	18,330	18,960	19,330	19,510
16	15						19,630	19,810

Longevity below line
Yearly Increment - \$490.00

ATHENS BOARD FINAL OFFER

Step	Years Experience	B.S.	B.S.	B.S.	B.S.	M.S.	M.S.	
		+ B.S.	+ 6	+ 12	+ 18	+ 24	or B.S. +30	+ 6
1	0	12,350	12,530	12,710	12,890	13,070	13,250	13,430
2	1	12,840	13,020	13,200	13,380	13,560	13,740	13,920
3	2	13,330	13,510	13,690	13,870	14,050	14,230	14,410
4	3	13,820	14,000	14,180	14,360	14,540	14,720	14,900
5	4	14,310	14,490	14,670	14,850	15,030	15,210	15,390
6	5	14,800	14,980	15,160	15,340	15,520	15,700	15,880
7	6	15,290	15,470	15,650	15,830	16,010	16,190	16,370
8	7	15,780	15,960	16,140	16,320	16,500	16,680	16,860
9	8	16,270	16,450	16,630	16,810	16,990	17,170	17,350
10	9	16,760	16,940	17,120	17,300	17,480	17,660	17,840
11	10	17,250	17,430	17,610	17,790	17,970	18,150	18,330
12	11	17,450	17,920	18,100	18,280	18,460	18,640	18,820
13	12	17,650	18,120	18,300	18,480	18,860	19,130	19,310
14	13	17,850	18,320	18,500	18,680	19,260	19,530	19,710
15	14		18,520	18,700	18,880	19,660	19,930	20,110
16	15						20,330	20,510

Longevity below line
Yearly Increment - \$490.00

ATHENS UNION FINAL OFFER

Step	Years Experience	B.S.	B.S.	B.S.	B.S.	B.S.	B.S.	M.S.
		+ 0	+ 6	+ 12	+ 18	+ 24	30 or M.S.	+ 6
1	0	12,900	13,100	13,300	13,500	13,700	13,900	14,100
2	1	13,435	13,635	13,835	14,035	14,235	14,435	14,635
3	2	13,970	14,170	14,370	14,570	14,770	14,970	15,170
4	3	14,505	14,705	14,905	15,105	15,305	15,505	15,705
5	4	15,040	15,240	15,440	15,640	15,850	16,040	61,240
6	5	15,575	15,775	15,975	16,175	16,375	16,575	16,775
7	6	16,110	16,310	16,510	16,710	16,910	17,110	17,310
8	7	16,645	16,845	17,045	17,245	17,445	17,645	17,845
9	8	17,180	17,380	17,580	17,780	17,980	18,180	18,380
10	9	17,715	17,915	18,115	18,315	18,515	18,715	18,915
11	10	18,250	18,450	18,650	18,850	19,050	19,250	19,450
12	11	18,450	18,985	19,185	19,385	19,585	19,785	19,985
13	12	18,650	19,185	19,385	19,585	19,985	20,320	20,520
14	13	18,850	19,385	19,585	19,785	20,385	20,720	20,920
15	14		19,585	19,785	19,985	20,785	21,120	21,210
16	15						21,520	11,720

Longevity below line
Increment = \$535.00

District Position

The Board's final offer most reasonably balances the public interest with the employees' interests. In this regard its offer recognizes, in a responsible manner, the economic difficulties facing the taxpaying public in Athens, but still provides reasonable wage and benefit levels to its teaching staff.

An offer of 7.8% total package in an economy with an inflation rate of 3.9% over the last twelve months clearly strikes a responsible and generous balance between the public interest and the needs of the District's teaching staff.

In the midst of the most severe recession since the 1930's the Union's proposed 14% package should not be accepted. This is particularly true since the nation's general economic woes have had a profound impact on Wisconsin's economy, which has been even harder hit than the nation as a whole. In the same regard, even closer to home, Marathon County's unemployment rate was over 2% above the State's average and delinquent taxes have doubled in the past two years.

Furthermore, the financial difficulties evident in the private sector will have a direct impact on public sector employers and employees. The impact of high unemployment, wage freezes, wage cuts and/or very small wage increases mean severe cutbacks in many citizens' income levels. Under such circumstances the Board cannot in good conscience agree to burden citizens with tax increases to cover the Union's excessive wage and fringe benefit package.

In addition because of the District's heavy reliance on the farm community to fund its budget, the disastrous economic conditions facing farmers must also be considered in evaluating the public interest in this dispute.

Taxpayers support District educational programs handsomely and should not be required in these economic times to shoulder a greater tax burden to fund the Union's unreasonable proposal.

The Board's offer compares favorably with salaries paid in comparable school districts. Only one point on the salary schedules is somewhat weak and that is at the BA maximum. There is a good reason for this. Athens has fewer steps in the BA lane than

comparable districts to build an economic incentive for teachers to take additional coursework and advance into higher paying salary lanes. This philosophy is not in dispute.

Elsewhere on the salary schedule, Athens is above average amongst its comparables.

In addition, the average increment on the schedule is worth substantially more than other comparable districts, which translates into higher salaries as one gains experience in the District. Teachers thus earn progressively more money at an increasing rate the longer they are employed, which speaks highly of the Board's willingness to retain and reward the career teacher.

Furthermore, Athens' longevity payments compare quite favorably with other districts.

Not one comparable district has settled voluntarily during this year at a double digit rate. The only double digit settlement is the second year of a two-year agreement which was negotiated in a different economic environment.

Of the remaining comparable districts in med-arb, the Association's final offer is the highest, in terms of the size of the percentage increase requested. This cannot be justified particularly since no catch up is required in Athens.

While the Board's final offer is slightly below the voluntary settlements, the Association's exceeds the going rate by upwards of 6%. The trend in this regard is clear, voluntary settlements have been in the single digit range.

The reason the Board's offer is more modest than voluntary settlements is due to the large increases the District has experienced in health and dental insurance. Thus, less money was available to place on the salary schedule.

The Association cannot have it both ways, retaining full coverage of expensive insurance programs and large increases in salary.

The Board's offer also exceeds the CPI increase by 2%, which would result in a gain of real income by the teachers. The Association's final offer on the other hand exceeds the CPI increase by over twice the relevant rate or by over 8%, which is clearly unreasonable and excessive.

Relatedly, the teachers in the District have not lost out to inflation over the years when their increments are considered, as they properly should be.

Association Position

The District's offer unreasonably reduces the District's rank among comparables based upon salary benchmark comparisons.

The amount of dollars offered by the District on the wage rate is lower than the offer of any Athletic Conference school, and substantially lower than the neighboring schools of Abbotsford, Stratford, and Marathon.

In addition, the District offer shares the dubious honor with Rib Lake of being the only District offering declining wage rate percentage increases for the more educated and/or experienced teacher.

The fact that the District's offer is so much off the norm for other Conference schools, in and of itself, is sufficient reason for rejection of its offer.

The Association's comparables indicate that the voluntary settlements reached during the 1982 bargaining season conform to the

settlements which were part of multi-year agreements previously bargained.

Even recent awards like Cudahy Dec. No. 19635-A (10/82) support the Association's position in that they involved situations where no voluntary one-year 1982-83 settlements existed, whereas in the instant case, they do.

Significantly, two recent arbitration awards support settlements in the range of the Association's final offer. 2/ These decisions support the Association's argument that each case must be judged by the facts present in that particular district, and not on any preconceived notion of an arbitral pattern.

Even where arbitrators have issued awards selecting school district final offers, the wage increases awarded have been substantially above the District's offer herein.

Since health insurance rates in Athens were below average for 1982, the large increase in premiums the District has experienced does not put its effort in that regard out of line with other comparable districts.

Relatedly, the Association has not attempted to prevent the District from attempting to change health insurance carriers in order to save money.

A further mitigating factor related to the District's insurance liability is the fact that the District does not provide disability insurance.

Lastly, it is noteworthy that the Association did not demand nor did it receive any increase in health insurance benefits during this round of bargaining.

Thus, the large increase in insurance premiums the District has experienced does not justify the District's unreasonably low wage proposal.

Teachers' wage rates in Athens have resulted in substantial losses in real purchasing power due to inflation, which will continue under both parties' final offers.

Further, the ratio between the average teacher salary and the index that measures the income needed to maintain an intermediate standard of living has declined substantially since 1971.

The Association's offer is consistent with the interests and welfare of the public. In this regard the District has submitted no evidence indicating that the District does not have the ability to pay the amount required by the Association's offer. In addition, the District presently spends at a per pupil cost substantially below the average for comparable school districts, and the levy rate is also below average. These objective measures, in and of themselves, show the interests and welfare of the public cannot be harmed by adoption of the Association's final offer.

Nothing in the record shows the District's financial situation to be different from comparable school districts that have settled voluntarily in the same economic climate. In contrast, the District's evidence in the Milwaukee area arbitrations and in Rhineland gave specific evidence of particular economic hardships in those communities. The District however has not presented any specific evidence that shows that the economic conditions in the District are different from those existing in comparable districts that have voluntarily settled for 1982-83 during this current bargaining season. Thus, comparability must dictate the terms of the agreement herein. 3/

2/ Baldwin-Woodville Area School District, Dec. No. 29822 (12/82) and Waunakee Community School District, Dec. No. 29771 (12/82).

3/ Citations omitted.

Discussion

In 1981-82 a comparison of the District's salary schedule with those in comparable districts indicates that the District's salaries were above average across the board. In addition, the District's increment structure resulted in larger experience increments than the vast majority of comparable districts and its longevity payments were competitive if not superior to most of the comparables.

When compared to the three athletic conference districts that have settlements for 1982-83, two of which are the second year of two-year agreements, when salaries are viewed alone, the Association's proposal is more in accord with these settlements than is the District's both in terms of the size of increases, either in dollars or percentages, and in terms of actual salaries.

When the parties' proposals are compared to unsettled comparable districts it would appear that the District's salary proposals, in terms of the dollar and percentage value of the proposed increases and in terms of the actual salaries proposed, are relatively low, even when compared to the final offers of the Boards' in those districts.

Thus, it is reasonable to conclude that even if the boards prevail in a majority of said districts, the District's proposed salary schedule will significantly diminish the District's relative standing, regarding salaries, among comparable districts, and in fact, its salaries will be relatively low in that regard.

Thus, when salaries are viewed alone, based upon comparability, the Association's proposal is the more reasonable of the two submitted herein.

Although comparability supports the Association's salary proposal, several additional statutory criteria must be considered before determining which of the two salary proposals is the most reasonable.

One relevant criterion is the impact that increases in the cost of living have on the reasonableness of the parties' respective proposals.

It is undisputed that the rate of increase in the cost of living has diminished significantly during the past year, and that accordingly, gains in real income are more possible under current economic conditions than has been the case in the recent past when the cost of living was increasing at a double digit rate on an annual basis.

In determining which of the parties' salary proposals is most reasonable in light of current cost of living increases, the undersigned believes that one must not look at the parties' salary proposals alone, but instead must look at the total value of the economic package that employees would receive under both offers. This is so since one's ability to adapt to changes in the cost of living is not affected solely by one's salary, but also by the economic value of fringe benefits such as health and dental insurance which significantly affects the amount of expendable income individuals have available for the purchase of other goods and services. Thus, the undersigned believes it is fair and appropriate to compare the total economic value of the two final offers in determining their reasonableness under the cost of living criterion. Considered in that light, the record indicates that under either final offer affected employees would gain substantially in real income, since even the Board's offer would result in a 7.8% economic package for the average teacher which exceeds recent cost of living increases by at least several percent.

While the Association and some arbitrators contend that experience increments should not be considered in determining the reasonableness

of an offer in light of cost of living considerations, the undersigned is of the opinion that the value of such increments should be so considered since they result in automatic salary growth based upon years of service, not necessarily related to increased skills and/or qualifications as are the horizontal increments for graduate credits. When such experience increments are considered the record does not indicate that the teachers in Athens have lost ground to inflation over a period of time nor does it indicate that they will do so this year under the District's offer. In fact, to the contrary, the record indicates that the District's total final offer, which amounts to an approximate 7.8% increase for the majority of the District's teachers, is higher than the inflation rate which has occurred since the latter half of 1982.

Regarding the interests and welfare of the public, the District has failed in this record to demonstrate that the Association's proposal would necessarily result in inequitable, let alone any tax increases, and thus its contentions in that regard cannot be found to have merit based upon the evidence in this record.

On the other hand, the record does indicate that the area in which the District is located has not escaped the harmful impact the recession has had on the citizenry of this State, as manifested for example by high unemployment and significant increases in tax delinquencies. While it is true that these problems exist in many other communities in the State which have granted larger teacher salary increases than that proposed by the District, it also appears that the value of the total economic package proposed by the Association, which is about 14%, significantly exceeds the value of increases received by teachers, other public sector employees, and private sector employees in recent times. Not only is the Association's total economic proposal excessive in terms of comparability, but it would be extremely difficult to explain or justify to the citizens of the community, many of whom are themselves experiencing economic hardship. While comparability might be sufficient to explain the Association's salary proposal, it does not support the Association's total economic proposal. Neither can its proposal be justified on any other objective ground such as a manifest need to catch up with the benefits received by employees in comparable employer-employee relationships. In fact, in this regard it would appear that rather than trying to catch up with the level of fringe benefits enjoyed by comparable employees, the Association's proposal is intended to keep the District in a leadership position in that regard, particularly with respect to health and dental insurance benefits.

In fact, when the maximum health and dental insurance premiums paid by the District are combined it would appear that even under the Board's offer the District will provide one of the most costly, and presumably, one of the most attractive insurance benefit packages among the comparable districts.

In 1981-82, the District contributed 100% of single and family premiums for a health insurance policy which cost \$40.66/month for single coverage and \$99.50/month for family coverage. It would appear that the premiums paid by the District were in the mainstream of comparable district contributions during that year.

In 1982-83, the Board's contribution, which remains at 100% of both single and family premiums, increased to \$64.72/month for single coverage and \$157.62/month for family coverage. Both of these premium increases exceeded 58%. These Board contributions, with no employee contributions, make the District a clear leader in this regard among the comparable districts.

The Association, in opting for such insurance coverage, must anticipate that its costs will be considered in assessing the reasonableness of the parties' total economic proposals. Because the costs of such insurance coverage have increased so dramatically, and because there has been no showing that the District has acted irresponsibly or arbitrarily in staying with the same insurance

carrier, it is not unreasonable to expect that the Association would have to accept either less insurance coverage in the form of higher deductibles or fewer benefits, or that it would have to agree to smaller increases in other benefit areas in order to arrive at a responsible and relatively comparable agreement on economic benefits in these difficult economic times. In the undersigned's opinion, the Association's economic proposal does not balance these competing benefit priorities as equitably as does the District's.

For all of the foregoing reasons, the undersigned concludes that although the Association's salary proposal, when considered alone, is the more comparable and reasonable of the two submitted herein, when the salary proposals are considered in light of the value of the parties' total economic proposals and the current state of the economy, the District's salary proposal must be deemed the more responsible and reasonable of the two submitted herein.

DENTAL INSURANCE

In 1981-82 the Board contributed up to \$10/month for single coverage under a choice of two dental plans, and \$25/month for family coverage under either plan. Depending upon which plan employees chose, employees had to contribute either nothing or \$2/month for single coverage, and either \$3.57/month or \$10.36/month for family coverage. These dental benefits appear to have been relatively consistent with similar benefits provided in comparable districts.

Under the Board's 1982-83 dental proposal, it would contribute up to \$12/month for single coverage under either plan and \$30/month for family coverage. The foregoing would result in employee contributions of either nothing or \$2.02/month for single coverage and either \$.88/month or \$11.30/month for family coverage.

Under the Association's proposal the Board would contribute up to \$14.02/month for single coverage which would require no employee contribution under either plan, and up to \$38/month for family coverage which would require no employee contribution under one plan, and an employee contribution of \$3.30/month under the other.

District Position

Dental insurance was a new benefit added during the 1981-82 round of bargaining. The Board's final offer is more reasonable because it best conforms to the past practice of the parties. Last year the Board paid the full single Dentacare premium and it would continue to do so under its final offer. Last year, the Board contributed 88% of the family Dentacare premium; under its final offer the Board would pay 99%, a substantial improvement.

Similarly, the Board's final offer raises its contribution to the Blue Cross single plan from 83% to 86% and the family contribution would be increased from 71% to 73%.

The Association's final offer, on the other hand, calls for a Board contribution which exceeds the full premium in several of the plans, which amounts to an unjust built-in protection for future negotiations.

A majority of comparable districts require their employees to pay a portion of the family health and dental insurance premium. Nearly half of the districts require an employee's contribution toward the single dental insurance premium. Thus, the Board's final offer on dental insurance best conforms to the practice found in other school districts.

In this regard, it is relevant that the teachers in Athens enjoy full coverage of family health insurance whereas most other teachers in comparable districts must contribute a portion of the premium.

In fact the District will contribute the highest amount of money

towards health and dental insurance under either offer.

Association Position

The differences between the two offers on the District's liability for dental insurance is very small and the Association's offer is not unreasonable.

Discussion

When the parties' dental insurance proposals are compared to dental benefits provided in comparable districts in 1982-83, it would appear that in terms of the actual amount of the Board contribution, the District's proposal is somewhat more comparable than the Association's, and that in terms of employee contributions, the pattern of benefits is not sufficiently consistent or clear to determine the relative comparability of the two proposals.

In fact, because of the developing nature of dental benefits as a condition of employment and the diversity of benefits that result therefrom, no clear conclusions can be reached based upon comparability regarding the relative reasonableness of the parties' proposals in this regard.

Based upon the foregoing, it would appear that although comparability clearly supports neither party's dental insurance proposal, based upon the discussion above concerning the relative reasonableness of the totality of both parties' economic proposals, and based upon the fact that the District's proposal constitutes an improvement of the value of the dental insurance benefit which will be enjoyed by the District's teachers, which is not out of line with benefits received by teachers in comparable districts, the District's dental insurance proposal is deemed to be the more reasonable of the two submitted herein.

PERSONAL LEAVE

The Association has proposed one (1) day of personal leave, non-cumulative, each year which may not be used the day before or the day after a scheduled vacation and/or holiday. The proposal also provides that whenever possible, notice shall be given by the teacher twenty-four (24) hours in advance.

The District has no proposal on personal leave.

Association Position

Personal leave provisions are found in early every contract in the comparables, and for that matter, throughout the State. Based upon this pattern, the Association's proposal is certainly reasonable.

District Position

The Board has not made a proposal on personal leave because of the extremely "liberal" interpretation the Board and Administration have given the current emergency leave provision in the agreement.

While all comparable districts provide some type of personal leave, the Association's proposal runs counter to the prevailing practice in that it:

1. provides for fully paid leaves with no allowance for deducting the cost of a substitute hired to replace the regular teacher;
2. provides for only 24 hours notice;
3. has no limit on how many employees may utilize personal leave on any one given day; and
4. requires no administrative approval.

In these times of increased taxpayer concern over how scarce tax dollars are spent, the Association's proposal is unreasonable.

In this regard the Board believes that for any type of leave, and especially paid leave, employees should be required to seek administrative approval in order to prevent abuse.

Further, the District may experience difficulty in securing a suitable replacement with only 24 hours notice.

Finally, what assurance does the Board have under the Association's proposal that all of the employees will not request and then take the same day off?

Discussion

It is clear from the record that the vast majority of comparable districts provide for personal leave, generally one or two days per year. Most also deduct the cost of a substitute or some lesser amount; most require at least two days notice; about half require some type of administrative approval; and the majority either limit the number of teachers who may take such leave on a given day and/or define circumstances (including reasons) when such leave may be taken.

Based upon the record it would appear that at least one day of personal leave can be supported by the comparables, and that the District has not introduced persuasive evidence why it should be an exception to that rule. On the other hand, it also appears that the Association's proposal is substantially more generous than those provisions which exist in comparable employer/employee relationships with respect to the restrictions which exist pertaining to its use and with respect to the employee's contribution toward the costs resulting therefrom which the District must absorb.

Based upon the foregoing it is the undersigned's opinion that neither party's proposal in this regard is supportable based upon comparability. Although personal leave may be justified in the District, it is fair to impose, based upon legitimate District needs and comparability, certain restrictions on its use to prevent abuse. Therefore, neither party's position in this issue will be deemed more meritorious than the other's in the instant matter.

FRINGE BENEFITS FOR PART-TIME TEACHERS

The parties' 1981-82 agreement provided that fringe benefits of part-time employees were pro-rated. The parties also agreed in a side letter that full payment of fringe benefits would be paid to two part-time teachers.

The Board has proposed that teachers reduced from full-time to part-time shall receive health and dental benefits equal to a full-time teacher for one year. The Association has proposed no time limit on the above proviso.

Association Position

The District had previously provided full time health and dental benefits to two other teachers reduced from full to part-time.

The Association's proposal will allow certain teachers to voluntarily accept part-time work in the Chapter I federal program, it will result in less disruption to the District's program, and it will reduce the District's liability for unemployment compensation.

District Position

The parties have already agreed to the principle of pro-rating fringe benefits for part-time employees. The Board has been quite

generous in agreeing to pay full benefits for one year after a full-time employee is reduced to part-time. On the other hand the Association's final offer is unreasonable because it is inconsistent with the principle already negotiated. In fact, it does not make sense to continue full fringe benefits to an employee only working part-time.

A review of the practice in comparable districts reveals that most do not address this issue. Very few districts cover partial layoffs and even fewer provide full benefits to full-time teachers who have been reduced to part-time.

Discussion

It would appear that the vast majority of comparable districts do not specifically address the question as to what fringe benefits employees subject to partial layoffs are to receive.

Based upon the principle which is contained in the parties' agreement providing for pro-rated fringe benefits for part-time employees, and the fact that in the undersigned's opinion the Association has failed to demonstrate that a permanent exception to that principle should be carved out for employees subject to partial layoffs, and furthermore, based upon the fact that comparability does not support the Association's position on this issue, the undersigned deems the District's proposal in this issue to be the more reasonable of the two.

EXTRA CURRICULAR PAY SCALE

The Board has proposed that the Annual Advisor be paid 4% of the BA base in contrast to the current 3%; the Association has proposed 5%.

With respect to a new extra curricular band (special events) position the Board has proposed 3% while the Association has proposed 5%.

District Position

The Board's extra pay proposal is more in line with other similar extra curricular positions than is the Association's and therefore the Board's offer in this regard is the more reasonable of the two.

Discussion

Because the record fails to support the reasonableness of either of the party's positions on this issue, its outcome must be based upon the outcome of other issues in dispute which the undersigned can decide on their relative merits.

TOTAL PACKAGE

For the reasons discussed above, the District's total economic package, which includes the following disputes issues: salaries, dental insurance, and extra curricular pay, is more reasonable than the Association's.

In this regard the total percentage value of the District's economic proposals (7.8%), is more in accord with the percentage value of settlements in comparable districts than is the total value of the Association's proposals (14%). Although it must be conceded that the value of the District's proposals is somewhat less than 82-83 settlements among the comparables, the value of the Association's proposals is significantly more than these settlements, and simply cannot be justified under the circumstances present herein.

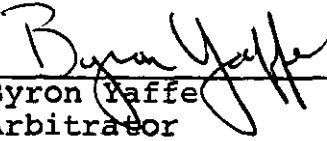
Of the other non-economic issues in dispute, it has been determined that the District's position is more reasonable on fringe benefits for part-time teachers, and that neither of the party's positions on personal leave are significantly more meritorious than the other's.

Based upon all of the foregoing considerations, it must be concluded that the District's total final offer is the more reasonable of the two. Accordingly, the undersigned hereby renders the following:

ARBITRATION AWARD

The final offer submitted by the District herein shall be incorporated into the parties' 1982-1983 agreement.

Dated this 28th day of April, 1983, at Madison, Wisconsin.


Byron Yaffe
Arbitrator