

IN THE MATTER OF MEDIATION/ARBITRATION PROCEEDINGS

302-200-10

BETWEEN

JUNE 14 1982

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

ALGOMA EDUCATION ASSOCIATION  
and  
SCHOOL DISTRICT OF ALGOMA

Case XI, No. 30176  
MED/ARB 1850  
Decision No. 20086-A

MEDIATOR/ARBITRATOR: Jay E. Grenig  
S56 W23674 Maplewood Terrace  
Waukesha, WI 53186

APPEARANCES:

For the Employer: William G. Bracken, Membership Cons  
Wisconsin Ass'n of School Boards  
Box 160  
Winneconne, WI 54986

For the Association: Dennis W. Muehl, Director  
Bayland Teachers United  
1540 Capitol Drive  
Green Bay, WI 54303

I. BACKGROUND

This is a matter of final and binding interest arbitration pursuant to Section 111.70(4)(cm)6 of the Wisconsin Municipal Employment Relations Act. The Algoma Education Association (Association) is the exclusive representative of a collective bargaining unit in the School District of Algoma (Algoma) consisting of all non-supervisory teaching personnel. The parties are parties to a collective bargaining agreement which will expire on June 30, 1984, and which contains a reopener on the Salary Schedule and Article IX, Insurance.

On July 29, 1982, the Association filed a petition requesting that the Wisconsin Employment Relations Commission (WERC) initiate mediation-arbitration. An investigation was conducted by the WERC staff. On October 1, 1982, the parties submitted to the WERC their final offers as well as a stipulation on matters agreed upon.

On November 4, 1982, Jay E. Grenig was notified he had been selected as the mediator/arbitrator in this matter.

A public hearing was conducted on February 17, 1983, at the Algoma High School, Algoma, Wisconsin. Residents spoke for and against the parties' proposals. At the arbitration evidence was introduced concerning the matters addressed at the public hearing.

Following the public hearing the parties diligently attempted to resolve the impasse through mediation. The parties were unable to reach a voluntary settlement and the dispute was submitted to the Mediator/Arbitrator, serving in the capacity of arbitrator on February 18, 1983.

The District was represented by William G. Bracken, Membership Consultant, Wisconsin Association of School Boards. The Association was represented by Dennis W. Muehl, Director, Bayland Teachers United.

The parties were given full opportunity to present relevant evidence and arguments at the hearing. Upon receipt of the parties' briefs, the hearing was declared closed on March 30, 1983.

## II. FINAL OFFERS

### A. SALARY SCHEDULE

The salary schedule is indexed so that the establishment of the hiring rate or base salary is determinative in setting the rest of the salary schedule.

The Association has proposed a BA base salary of \$13,200 for 1982-83, an increase of \$1,000 over 1981-82. A copy of the salary schedule as proposed by the Association is attached to this decision as Exhibit A. The District has proposed a 1982-83 base salary of \$12,700, an increase of \$500 over the 1981-82 BA base. A copy of the salary schedule as proposed by the District is attached as Exhibit B. Neither party has proposed to change the lane differentials or the vertical index of the salary schedule.

### B. HEALTH INSURANCE

The second issue before the Arbitrator is the District's payment of the health plan covering the bargaining unit members. The Association has proposed that the District pay the entire premium for both single and family plan (\$47.45 per month for single and \$123.65 per month for family). The District has proposed to pay \$43.45 toward the single plan and \$111.65 toward the monthly plan, resulting in a monthly teacher contribution of either \$3.00 or \$12.00, depending on the plan selected.

## III. STATUTORY CRITERIA

In determining whether to accept the District's offer or the Association's offer, the Arbitrator must give weight to the following statutory (Wis.Stats. § 111.70(4)(cm)7) criteria:

- a. The lawful authority of the employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and 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 wages, 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, factfinding, arbitration, or otherwise between the parties in the public service.

#### IV. ISSUES

##### A. SALARY

##### 1. POSITIONS OF THE PARTIES

##### a. The Association

The Association argues that there is nothing in the record nor in the testimony of the witnesses which would indicate that the District is in a position where adoption of the Association's offer in this matter would adversely affect the budgeting or spending processes of the District.

According to the Association, its salary offer is consistent with the benchmarks of the settlement patterns of the comparable districts. It says an historical analysis of benchmark positions supports the Association's salary offer. The Association asserts that increases at the benchmarks from the 1981-82 to 1982-83 among the comparable school districts support the Association's offer.

The Association argues that the District's evidence on total package settlements supports the Association's offer rather than the District's.

The Association claims that the District's total compensation argument is not supported by the facts. It also states that the District's data on expenditures per child, annual school cost per member and pupil-teacher ratio are not valid methods of comparing the District to other school districts.

It is the Association's view that the District's "attempt to clutter the record with unsupported data, hearsay evidence and various governmental documents and letters" should be given little attention by the Arbitrator. It states that the District's exhibits regarding the farm economy are fraught with misconceptions and misinformation about the farming industry.

With respect to the consumer price index (CPI), the Association argues that the CPI should be discounted in light of the established settlement pattern.

It concludes that its final offer is more reasonable than the District's and should be adopted by the Arbitrator.

## b. The District

The District contends it is unique because its citizens are involved. It claims that intense community pressure has been directed at the Board to cut costs and reduce the "oppressive" tax burden on citizens. According to the District, citizen concerns about school costs result from their concern about economic conditions in the area.

According to the District, the interests and welfare of the public facing high unemployment and the severe recessionary environment dictates restraint and moderation in the compensation package to be included in the agreement.

While the parties are in basic agreement on the comparable districts, the District asserts that the District is unique among the comparables. It says the District is one of the smallest districts yet has one of the highest tax rates and spends the most money on a per pupil basis. The District argues that Southern Door must be rejected as a comparable district since it has a multi-year agreement reached under a radically different economic environment.

Pointing out that the total package increase under the District's and Association's final offers are 6.1% and 10.4%, respectively, the District states that the parties are over \$64,000 apart. It notes that the increase in total package costs associated with the 1981-82 settlement amounted to 12.8%. Thus, it argues that a modest increase is more reasonable this year.

The District believes that its offer compares most favorably with salaries paid in comparable school districts. Observing that over the past two years the District has ranked in the middle of the comparable schools on an overall average rank basis, it says its offer would cause a slight drop in rank while the Association's final offer would increase the District's ranking. The District contends that any method of analysis establishes that District teachers are compensated well above the average salaries in the area, especially at the top of the salary schedule where most of the staff is located.

With respect to the cost of living, the District says the cost of living was measured by the CPI increased by 5.8% from August 1981 to August 1982. Noting its final offer exceeds the CPI increase by 0.3%, it declares that not only will teachers not suffer a reduction in spending power but will actually gain in real terms.

Turning to overall compensation, the District says it already provides its teachers with a long list of fringe benefits and job-security provisions. It argues that it provides an extremely rewarding and secure working environment and its superior fringe benefits must be taken into consideration in assessing the final offer.

Stating that the District is a small school district with above average school costs and tax rates, it concludes that adoption of the Association's offer will only compound the problem of spending more money than other school districts.

## 2. FINDINGS OF FACT

a. Lawful Authority of the Employer. There is no contention that the District lacks the lawful authority to implement either proposal.

b. Stipulations of the Parties. While the parties were in agreement on a number of facts, including the

comparable districts, there were no stipulations with respect to this issue. The parties agreed that the comparison districts are Denmark, Gibraltar, Kewaunee, Luxemburg-Casco, Mishicot, Sevastopol, Southern Door and Sturgeon Bay.

c. Interests and Welfare of the Public and Financial Ability to Pay. While the District does not claim financial inability to pay the Union's proposal, it contends that the Union's proposal is not in the interests and welfare of the public.

The District is located in Kewaunee County. The evidence establishes that unemployment in Kewaunee County in December 1982 was 17.4% and was 19.9% in neighboring Door County. Delinquent real estate taxes in Kewaunee County increased 63% from 1981 to 1982. Deferred taxes in the District increased 35% from 1980-81 to 1981-82.

Nine businesses have closed and left Algoma in the past three years. Mortgage foreclosures are up and home sales are down. No new homes have been built in Algoma in 1982. While the details of the method of computation were not presented, evidence at the hearing indicated that of nine dairy farms surveyed, average net farm income decreased 50% from \$24,998 in 1981 to \$12,071 in 1982.

The District's per pupil expenditure for instructional purposes is second only to Gibraltar among the comparison districts. The District's 1981-82 complete annual budgeted school cost per member was the highest among the comparables.

The District reduced its tax levy from 15.616 mils in 1981-82 to 12.30787 in 1982-83. The District has budgeted an actual decrease in local taxes of 7.11% in 1982-83 while receiving an increase of 17.72% in state aids during that same period. According to the testimony at the hearing, no other District has reduced its levy rate and tax rate as much as the District did this year.

The District's 1980-81 and 1981-82 tax levies were the highest among the comparables and in 1981-82 its levy was substantially above neighboring districts. Even with the reduction in the levy for 1982-83, the District levy is second highest among the comparables and more than twice the lowest levy.

d. COMPARISON OF WAGES, HOURS AND CONDITIONS OF EMPLOYMENT. Because the Southern Door settlement is the product of a two-year agreement negotiated under different circumstances, it is not appropriate to consider the increases in the Southern Door salary schedule for 1982-83.

In comparing the compensation in the comparison districts, it should be kept in mind that the District's salary schedule has eight salary lanes, second highest in the comparables. The BA lanes use the BA Base to determine the increment and the MA lanes use the MA Base to determine the MA increments. This provides District teachers with financial incentives to earn additional credits and move into the higher paying salary lanes.

The evidence regarding the District's historic ranking with respect to the comparable districts indicates that at BA Base, BA 7, MA Base and MA 10 the District's ranking has eroded since 1979-80 although it has stabilized since 1980-81. At the BA Max and the MA Max benchmarks, the District's position has improved. At the schedule maximum, the District has historically ranked number two or three among the comparables.

The District's offer would place it in the top three at the schedule maximum. The District's ranking would drop one or two places at each of the benchmarks if the its offer were accepted.

If the Association's offer were accepted, the District's ranking would remain at second at the schedule maximum. At all other benchmarks the Association's offer would result in an improvement of from six to three positions in the rankings. These rankings would be closer to the 1979-80 rankings than if the District's offer were implemented.

Examining the average salary among the comparable schools at five salary schedule benchmarks, the District's offer would result in a BA Base \$279 less than the average BA Base while the Association's would be \$221 more; at BA Max, the District's offer would result in a BA Max \$209 less than the average and the Association's would be \$606 more; at MA Base, the District's offer would result in an MA Base of \$503 less while the Association's offer would result in an MA Base \$3 less than the average; at MA Max the District's offer would result in an MA Max of \$345 more than the average and the Association's would result in an MA Max \$1,205 higher than the average; and at Schedule Max the District's offer would result in a Schedule Max \$809 higher than the average and the Association's offer would result in a Schedule Max \$1,669 higher than the average.

When comparing 1982-83 settlements (excluding Southern Door) measured in percentages, the District's offers and the Association's offers are virtually equidistant (in terms of statistical significance) from the average increases at BA Base, BA7 and BA Max. At MA Base, MA10, MA Max and Sched Max, the Association's offer is closer to the benchmark settlement pattern.

When the data relating to average dollar increases at the bench marks are examined, the parties' offers are relatively equidistant from the average benchmark increases at BA Base and BA7. At BA Max the District's offer is \$441 lower than the average dollar increase and the Association's is \$394 higher; at MA Base the District's offer is \$321 lower and the Association's is \$179 higher; at MA10 the District's offer is \$452 less than the average dollar increase and the Association's is \$279 more; at MA Max the District's offer is \$497 less than the average increase and the Association's is \$363; and at Schedule Max, the District's offer is \$534 less than the average and the Association's is \$326 more.

When compared on a two-year basis at BA Base, the District's offer is \$188 less than the average dollar increase and the Association's is \$312 more; at BA Max the District's offer is \$355 less than the average increase and the Association's is \$480 more; at MA Base the District's offer is \$210 less than the two-year average increase and the Association's is \$290 more; at MA Max the District's offer is \$210 less and the Association's is \$650 more; and at Schedule Max the District's offer is \$174 less than the average and the Association's is \$686 more.

Examining the total package settlements in the comparable districts, the record shows that the average total package increase among the districts is 9.0% and the total package dollar increase per teacher is \$2,074. (The parties disagree as to the amount of the increase in Sevastopol. If the Association's computation is used the average total package increase is 9.2% and \$2,074 per teacher.) The Association's offer is 1.4% above the average total package percent increase and the District's is 2.9 percent below. The Associa-

tion's offer is \$432 more than the average dollar increase per teacher and the District's is \$611 below.

e. Cost of Living. The cost of living as measured by the CPI for All Urban Wage Earners (U.S.) increased by 5.8% from August 1981 to August 1982. The District's offer exceeds the increase in the CPI by 0.3% and the Association's offer exceed the increase by 4.6%. The CPI for All Urban Wage Earners in the Milwaukee Metropolitan Area increased by 2.9% during the same period. At the same time the CPI increased by 10.0% for Nonmetro Urban Wage Earners and 9.2% for Minneapolis-St. Paul Urban Wage Earners.

f. Overall Compensation. In addition to their salary, teachers in the District receive a number of other benefits including sick leave, professional or disability leave, civil defense leave, personal leave, municipal official leave, maternity and child-rearing leave, emergency leave, longevity pay, health and dental insurance, retirement plan contributions fully paid by the District. early retirement, life insurance and vision insurance.

The District was the only one among the comparable districts to pay the entire 1981-82 health and dental insurance premium. The District also provides fully paid vision insurance--a benefit no other comparable district provides. The District's contribution to combined family health and dental insurance premiums in 1981-82 was second among the comparable districts--only 25¢ below the first place district. Its contribution was \$18.96 above the average monthly contribution for family coverage and \$4.05 above the average monthly contribution for single coverage.

g. Changes During the Pendency of the Arbitration Proceeding. There were no relevant changes during the pendency of the arbitration proceeding.

h. Other Factors. This criterion recognizes that collective bargaining is not isolated from those factors which comprise the economic environment in which bargaining occurs. Cudahy Schools, Dec. No. 19635 (Gundermann 1982); Madison Schools, Dec. No. 19133 (Fleischli 1982). Evidence relating to this criterion has been discussed under the criterion relating to the interests of the public.

### 3. ANALYSIS

Based on an examination of the comparables, the both offers are equally reasonable. The evidence establishes that there was erosion in the District's salary schedule ranking at selected benchmarks since 1979-80 but that it has generally stabilized since 1980-81. At the BA Max and MA Max the District's position has improved. At the Sched Max the District continues to be second or third among the comparables. The District's offer more closely maintains the status quo while the Association's offer significantly improves many of the benchmarks over the 1979-80 rankings.

With respect to the average salary among the comparable schools, the Association's offer would result in greater differences from the average salary at selected benchmarks than would the District's.

Comparing the 1982-83 settlements (both on a percentage basis and dollar basis) in the comparable districts at selected benchmarks discloses that the Association's offer is closer to the benchmark settlement pattern than is the District's. However, when compared on a two-year basis, the settlement pattern discloses that the District's offer is

closer to the two-year benchmark settlement pattern in the comparable districts.

An examination of the total package settlements in the comparable districts indicates that the Association's offer is closer to the settlement pattern than the District's.

With respect to the cost of living, the District's offer is not only closer to the increase in the Urban Wage Earners (U.S.) CPI during the relevant period but it is also somewhat greater than the increase. Using the Urban Wage Earners CPI for the Milwaukee metropolitan area, the District's offer is 3.2% higher and the Association's offer is 7.5% higher.

While there is some logic in using the Nonmetro Urban Wage Earners' CPI, it must be noted that that CPI covers 12 states, including Illinois, South Dakota, Ohio, North Dakota and Minnesota. The Nonmetro CPI is closer to the Minneapolis CPI (9.2%) than the Milwaukee CPI (2.9%). It would seem that the Nonmetro CPI is subject to more distortion, at least as far as Wisconsin is concerned, than either the national or Milwaukee CPI's.

The record discloses that the District's contribution to health and dental insurance ranks among the highest of the comparable districts.

The Arbitrator cannot ignore the depressed state of the economy which seems to have hit especially hard in the Algoma area. While some of the evidence with regard to the economy was hearsay, that does not make it inadmissible. See Fairweather, Practice and Procedure in Arbitration 213-16 (BNA 1973).

Neither the CPI nor the comparison of wages and wage increases in the comparable districts is determinative here. It is necessary to look at all the statutory criteria in order to determine which offer is the more reasonable. The increase in the cost of living is just one of those criteria.

Because, as discussed above, both offers are equally reasonable in light of the comparison of wages and hours, the cost of living and overall compensation, the dominant consideration and greater weight here should be given to the state of the economy and its impact on the District. See Madison Area Voc., Tech. & Adult Educ. Dist., Dec. No. 19793-A (Muel-ler 1982); Sch. Dist. of Rhinelander, Dec. No. 19838-A (Muel-ler 1983); Sch. Dist. of Mishicot, Dec. No. 19849-B (Yaffe 1983); Cochrane-Fountain City Sch. Dist., Dec. No. 19771-A (Imes 1983); School District of Rosholt, Dec. No. 19933-A (Flagler 1983).

According to the record the unemployment rate in Kewaunee County was in excess of 17% in December 1982. The delinquency rate in real estate taxes increased considerably from 1981 to 1982. Deferred taxes in the District increased 35 percent from 1980-81 to 1981-82.

Despite the poor economic conditions in the Algoma area, the District's 1982 tax levy (even after a reduction) is second highest among the comparable districts and more than twice the lowest levy. Even taking into consideration the special education programs in the District, the District maintains a high level of expenditures for instructional programs and has relatively small class sizes.



#### 4. CONCLUSION

It is concluded that both offers are equally reasonable in light of the comparison of wages, the cost of living and total compensation. Because of the poor economic conditions in the Algoma area and the District's maintenance of one of the highest tax levies and instructional costs among the comparables, the Arbitrator is persuaded that the District's salary proposal is the more reasonable of the two.

##### B. HEALTH INSURANCE PREMIUMS

###### 1. POSITIONS OF THE PARTIES

###### a. The Association

The Association claims that the District is attempting to take away a benefit provided by the previous collective bargaining agreement. The Association says that it has proposed that the District continue the practice of full premium payment as it has done historically. According to the Association, it is a basic premise in labor interest arbitration that arbitrators are reluctant to take away from either party through arbitration proceedings those rights which have been freely negotiated in past agreements unless the employer is able to show good reasons why such benefits will be discontinued.

Although recognizing that the District is the only employer within the comparable districts to provide full premium payment for health coverage of employees, the Association argues that the District has given no information regarding plan coverage, deductibles, co-insurance, etc.

###### b. The District

According to the District, the increase in health insurance premiums dictates acceptance of the District's offer to share the cost of premiums. It says that its offer will result in no reduction of the benefit levels to employees since it will pay more in 1982-83 towards health insurance than in 1981-82.

The District points out that it was the only district among the comparables paying the entire 1981-82 health and dental insurance premium. It claims to have contributed to the combined health and dental insurance at a disproportionate rate compared to the other districts. It says that its proposal for 1982-83 would place it third highest among the comparables and that the Association's offer would place it second highest. It also notes that no other comparable district pays the full family premium for health insurance.

The District states that there is nothing in the collective bargaining agreement expressly providing that the District will pay 100% or the full amount of insurance premiums. It asserts that the parties bargained a flat dollar amount which ensured that the parties would bargain collectively over a new amount.

Finally, the District argues that cost containment can be better achieved over a period of time through employee participation in premium increases.

###### 2. FINDINGS OF FACT

The 1981-82 collective bargaining agreement provided as follows with respect to the payment of health insurance premiums:

A. Medical and surgical insurance premiums will be paid by the Board. The premium shall be \$96.78 per month family and \$37.26 per month single.

The full premium for health insurance in 1981-82 was \$37.26 for single coverage and \$96.78 for family coverage. The full premium for health insurance for 1982-83 is \$47.45 for single coverage and \$123.65 for family coverage. The District proposes to pay \$43.45 of the single coverage premium and \$111.65 of the family coverage.

The Association's proposal would result in the District's premium cost for single coverage increasing by 27% and by 28% for family coverage. The District's proposal would result in an increased premium cost to the District of 16% for single coverage and 15% for family coverage.

The District ranked sixth among the nine comparable districts with respect to the premium cost for health insurance alone in 1981-82. The premium was \$4.58 below the average premium for family coverage and 51¢ below the average premium for single coverage. The District's contribution was \$2.26 above the average for single coverage and \$6.18 above the average for family coverage. It ranked fourth among the districts in the dollar amount of premium paid by the District. It was the only district that paid the full premium for family coverage in 1981-82.

When combined dental and health insurance premiums for 1981-82 are examined, the District ranked fifth in the premium cost of family coverage and single coverage. In terms of the District's contribution to the payment of the premiums, the District ranked second in single coverage as well as family coverage.

For 1981-82 the District's contribution to health and dental insurance premiums was \$18.96 above the average contribution for family coverage and \$4.05 above the average for single coverage.

The premium cost in the District for health insurance in 1982-83 ranks seventh for both family and single coverage. The District's offer would result in a District contribution ranking of sixth among the comparables for family coverage and seventh for single coverage. The Association's offer would result in the District's contribution ranking fifth for single coverage and fourth for family coverage.

The District's proposal would result in a District contribution for family coverage \$4.27 below the average district contribution. For single coverage, its proposed contribution would be \$1.59 below the average. The Association's proposal would result in a District contribution \$2.41 above the average for single coverage and \$7.73 above the average for family coverage.

Looking at it from the standpoint of a teacher's contribution, the District's offer would result in a teacher contribution \$1.19 below the average for single coverage and \$1.26 below the average for family coverage. The Association's proposal would result in a teacher contribution \$5.19 below the average for single coverage and \$13.26 below the average for family coverage.

When the combined health and dental insurance premiums are examined, the premium for single coverage is \$1.59 below the average and the premium for single coverage is 3¢ above the average for family coverage. If the District's offer were accepted, the District contribution for single coverage

would be \$1.77 below the average district contribution and \$4.18 above the average district contribution for family coverage. If the Association's offer were accepted the District's contribution would be \$2.23 above the average contribution for single coverage and \$16.18 above the average contribution for family coverage.

Under the Association's offer, a teacher's contribution would be \$6.11 below the average contribution for single coverage and \$16.16 below the average for family coverage. Under the District's offer, a teacher's contribution would be \$2.11 below the average for single coverage and \$4.16 below the average for family coverage.

No other comparable district paid the entire premium for family health insurance coverage during the 1982-83 school year.

### 3. ANALYSIS

Several arbitrators have found that employee participation in the payment of health insurance premiums is an appropriate means of containing the costs of health insurance. See Lincoln County Sheriff's Dept., Dec. No. 17068 (Johnson 1979); Sch. Dist. of Rhinelander, Dec. No. 19838-A (Mueller 1983).

Arbitrator Mueller stated that requiring employee contributions to the cost of health insurance premiums is reasonably designed to increase awareness and sensitivity on the part of employees to the high cost of medical and hospitalization care. He found that the record established, as it does here, that the sharing of such premium costs is supportable by similar cost-sharing provisions found in the comparables.

Even while attempting to contain insurance costs, the District's contribution for premiums would be above average for family coverage and slightly below average for single coverage. When District contributions to the cost of combined health and dental insurance premiums are examined, the District's contribution is slightly below the average for single coverage and above the average contribution for family coverage. The Association's offer would result in a contribution substantially above the average for family coverage. The District's contribution under the Association's offer would place the District in second place among the comparables while the District's offer would place the District in third place with respect to family coverage.

More importantly, either offer would result in teachers contributing less for the premiums for health and dental insurance coverage than the average teacher contributions in the comparable districts. Only two comparable districts with dental insurance have lower teacher contributions than the District would have if the District's offer were accepted.

The District's proposal is not a proposal to take away a benefit provided by the previous collective bargaining agreement. The 1981-82 agreement provided for the District to pay the specified full amount of the health insurance premiums for 1981-82. Not only has the District proposed to continue paying that dollar amount it has offered to increase its contribution by approximately 15%. Teachers will continue to receive the same coverage and the District proposes increasing its payment for that coverage. Even if it were considered as a proposal to take away a benefit, the District has articulated compelling reasons for doing so.

While there may be differences in coverage of the various insurance policies in the comparable districts, the com-

parison of the costs of the premiums paid by the comparable districts provides a reasonable basis for comparing the benefits provided the employees in the districts.

#### 4. CONCLUSION

Based on the comparison of the district contributions for health and dental insurance in the comparable districts and the proper objective of attempting to contain health insurance costs, it is concluded that the District's offer is more reasonable than the Association's.

#### V. AWARD

Having considered all the evidence and arguments submitted in this matter in accordance with the statutory criteria, it is the Arbitrator's decision that the District's final offer be incorporated into the collective bargaining agreement.

Dated this 11th day of June, 1983, at Waukesha, Wisconsin.

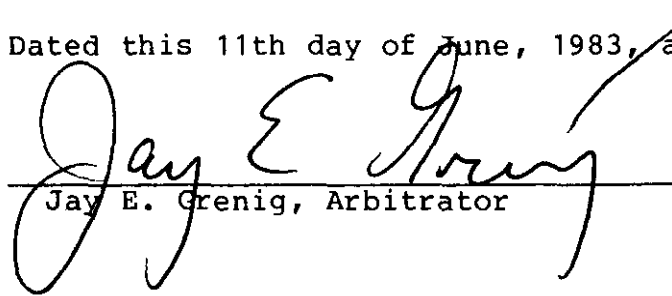
  
Jay E. Grenig, Arbitrator

EXHIBIT A

Place- ment Level	Bachelor Index	Bachelor Degree	B + 12 Credits	B + 24 Credits	B + 30 Credits	Master Index	Masters Degree	M + 12 Credits	M + 24 Credits	M + 30 Credits
0	1.00	13,200	13,400	13,600	13,800	1.00	14,000	14,200	14,400	14,600
1	1.05	13,860	14,060	14,260	14,460	1.05	14,700	14,900	15,100	15,300
2	1.10	14,520	14,720	14,920	15,120	1.10	15,400	15,600	15,800	16,000
3	1.15	15,180	15,380	15,580	15,780	1.15	16,100	16,300	16,500	16,700
4	1.20	15,840	16,040	16,240	16,440	1.20	16,800	17,000	17,200	17,400
5	1.25	16,500	16,700	16,900	17,100	1.25	17,500	17,700	17,900	18,100
6	1.30	17,160	17,360	17,560	17,760	1.30	18,200	18,400	18,600	18,800
7	1.35	17,820	18,020	18,220	18,420	1.35	18,900	19,100	19,300	19,500
8	1.40	18,480	18,680	18,880	19,080	1.40	19,600	19,800	20,000	20,200
9	1.45	19,140	19,340	19,540	19,740	1.45	20,300	20,500	20,700	20,900
10	1.50	19,800	20,000	20,200	20,400	1.50	21,000	21,200	21,400	21,600
11	1.55	20,460	20,660	20,860	21,060	1.55	21,700	21,900	22,100	22,300
12	1.60	21,120	21,320	21,520	21,720	1.60	22,400	22,600	22,800	23,000
13	1.65	21,780	21,980	22,180	22,380	1.65	23,100	23,300	23,500	23,700
14	1.67	22,044	22,244	22,444	22,644	1.70	23,800	24,000	24,200	24,400
15						1.72	24,080	24,280	24,480	24,680

This schedule shall incorporate additional pay for special assignments and other provisions as follows or stipulated in the Master Contract.

*Amended  
10/20/72*

*University*

**BOARD FINAL OFFER**

Place- ment Level	Bachelor Index	Bachelor Degree	B + 12 Credits	B + 24 Credits	B + 30 Credits	Master Index	Masters Degree	M + 12 Credits	M + 24 Credits	M + 30 Credits
0	1.00	12,700	12,900	13,100	13,300	1.00	13,500	13,700	13,900	14,100
1	1.05	13,335	13,535	13,735	13,935	1.05	14,175	14,375	14,575	14,775
2	1.10	13,970	14,170	14,370	14,570	1.10	14,850	15,050	15,250	15,450
3	1.15	14,605	14,805	15,005	15,205	1.15	15,525	15,725	15,925	16,125
4	1.20	15,240	15,440	15,640	15,840	1.20	16,200	16,400	16,600	16,800
5	1.25	15,875	16,075	16,275	16,475	1.25	16,875	17,075	17,275	17,475
6	1.30	16,510	16,710	16,910	17,110	1.30	17,550	17,750	17,950	18,150
7	1.35	17,145	17,345	17,545	17,745	1.35	18,225	18,425	18,625	18,825
8	1.40	17,780	17,980	18,180	18,380	1.40	18,900	19,100	19,300	19,500
9	1.45	18,415	18,615	18,815	19,015	1.45	19,575	19,775	19,975	20,175
10	1.50	19,050	19,250	19,450	19,650	1.50	20,250	20,450	20,650	20,850
11	1.55	19,685	19,885	20,085	20,285	1.55	20,925	21,125	21,325	21,525
12	1.60	20,320	20,520	20,720	20,920	1.60	21,600	21,800	22,000	22,200
13	1.65	20,955	21,155	21,355	21,555	1.65	22,275	22,475	22,675	22,875
14	1.67	21,209	21,409	21,609	21,809	1.70	22,950	23,150	23,350	23,550
15						1.72	23,220	23,420	23,620	23,820

EXHIBIT B

REC-13

OCT 26 1982

This schedule shall incorporate additional pay for special assignments and other provisions as stipulated in the Master Contract.

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION