

Union

8.3% package v. (7.4% salary)

7.3% package (6.5% salary)

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JUL 26 1983

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of Arbitration :

Between : AWARD

WATERFORD TEACHERS' EDUCATION ASSOCIATION : Case VIII
No. 20020

and : MED/ARB-1807
Decision No. 20190-A

WATERFORD UNION HIGH SCHOOL DISTRICT : Zeidler 7-83

I. HEARING. A hearing in the above entitled matter was held on April 18, 1983, at the Waterford Union High School District, Waterford, Wisconsin, beginning at 3:30 p.m.

II. APPEARANCES.

ESTHER THRONSON, UniServ Director, Southern Lakes United Educators, represented the Association.

MULCAHY & WHERRY, S.C., by JOHN M. LOOMIS, Attorney, represented the Board of Education.

III. NATURE OF THE PROCEEDINGS. This is a proceeding in final and binding arbitration pursuant to Section 111.70 (4) (cm) 6 of the Municipal Employment Relations Act of Wisconsin. The parties after negotiation for an agreement for the 1982-83 school year, filed a stipulation with the Wisconsin Employment Relations Commission on June 30, 1982, that they were unable to reach agreement and asked that the Commission initiate mediation-arbitration pursuant to the Wisconsin Statutes. Richard McLaughlin, a member of the Commission's staff, having conducted an investigation, reported that the parties were deadlocked. The Commission found that the parties were at an impasse within the meaning of the statutes, certified that the conditions precedent to the initiation of mediation-arbitration as required by the law existed, and ordered mediation-arbitration on December 20, 1982. The parties having selected Frank P. Zeidler, Milwaukee, as mediator-arbitrator, the Commission appointed him on February 17, 1983.

Mediation occurred on April 13, 1983, but the impasse was not resolved. The hearing was then conducted as stated above.

IV. FINAL OFFERS. This matter deals with a reopener section in an agreement which was in effect from July 1, 1980, through June 30, 1983. A reopener was permitted for 1982-83 on the salary schedule, extracurricular pay, and insurances.

A. The Association Offer:

WATERFORD 11-4-82

Stipulate to Sub pay \$7.00 and calendar

Language on health, dental insurance (No change in language other than:)

III, 12, a., (1):
change \$79.88 to \$138.50
change \$30.32 to \$ 52.12

III, 14:
change \$24.27 to \$33.
change \$ 8.39 to \$11.50

Salary* and Extra Curricular as attached.

*Salary proposal to be implemented for the 5th pay period of 24 pay periods.

11-4-82

Association final offer - salary:

Implementation for 5th pay period
of 24 pay periods.

WATERFORD 13200

	STEP B	²⁷⁰ B6	B12	B18	B24	⁴⁹⁰ M	M6	M12	M18	M24	
460	0	13,200	13,470	13,740	14,010	14,280	14,770	15,260	15,750	16,240	16,730
	1	13,660	13,930	14,200	14,470	14,740	15,230	15,720	16,210	16,700	17,190
	2	14,120	14,390	14,660	14,930	15,200	15,690	16,180	16,670	17,160	17,650
490	3	14,610	14,880	15,150	15,420	15,690	16,180	16,670	17,160	17,650	18,140
	4	15,100	15,370	15,640	15,910	16,180	16,670	17,160	17,650	18,140	18,630
520	5	15,620	15,890	16,160	16,430	16,700	17,190	17,680	18,170	18,660	19,150
	6	16,140	16,410	16,680	16,950	17,220	17,710	18,200	18,690	19,180	19,670
550	7	16,690	16,960	17,230	17,500	17,770	18,260	18,750	19,240	19,730	20,220
	8	17,240	17,510	17,780	18,050	18,320	18,810	19,300	19,790	20,280	20,770
58	9	17,820	18,090	18,360	18,630	18,900	19,390	19,880	20,370	20,860	21,350
	10				19,210	19,480	19,970	20,460	20,950	21,440	21,930
610	11				19,820	20,090	20,580	21,070	21,560	22,050	22,540
	12				20,700	21,190	21,680	22,170	22,660	23,150	
640	13				21,340	21,830	22,320	22,810	23,300	23,790	
	14				21,980	22,470	22,960	23,450	23,940	24,430	
670	15				22,650	23,140	23,630	24,120	24,610	25,100	
	16				23,320	23,810	24,300	24,790	25,280	25,770	

E.T.
11-4-82

WATERFORD TEACHERS FINAL OFFER

EXTRA CURRICULAR

82-83

BOY'S SPORTS

Football: Head coach-----	\$1,353
Ass't. Coach-----	1,027
Ass't. Coach-----	1,027
Ass't. Coach-----	1,027
Ass't. Coach-----	1,027
**Ass't. Coach-----	1,027
**Ass't. Coach-----	1,027
Basketball: Head Coach-----	1,353
Ass't. Coach-----	1,027
Ass't. Coach-----	1,027
Ass't. Coach-----	1,027
Baseball: Head Coach-----	1,027
Ass't Coach-----	707
***Track Head Coach (boys & girls)---	1,353
Ass't. Coach-----	707
Ass't. Coach-----	707
Ass't. Coach-----	707
Ass't. Coach-----	707
****Cross Country Head Coach (boys & girls)-----	1,353
+Ass't. Coach-----	707
Wrestling: Head Coach-----	1,353
Ass't. Coach-----	1,027
Ass't. Coach-----	1,027
Golf Coach: Head-----	1,027
+Ass't. Golf Coach-----	707
Tennis Coach: Head-----	1,027
+Ass't. Coach-----	707

GIRL'S SPORTS

Golf: Head Coach-----	1,027
+Ass't. Coach-----	707
Tennis: Head Coach-----	1,027
+Ass't. Coach-----	707
Girls Gymnastics: Head Coach-----	1,353
Ass't. Coach-----	1,027
Volleyball: Head Coach-----	1,027
Ass't. Coach-----	707
Basketball: Head Coach-----	1,353
Ass't. Coach-----	1,027
(2 in 81-82)	
Softball: Head Coach-----	1,027
Ass't. Coach-----	707
Athletic Director-----	1,845

Forensics:

Head Coach-----	\$ 799
Ass't Coach-----	535
Ass't Coach (one-act play)-----	338
Coach per category-----	62
Debate Coach-----	645
Drama:	
*Co-Head-----	1,783
*Co-Head-----	1,783
Annual-----	947
Publications-----	615
Choral Advisor-----	799
Newspaper-----	615
Cheerleader Advisor-----	645
AV Director & Proj. Club-----	615
Television Supervisor-----	615
++Photography:	
Head-----	861
Band-----	1,107
Scorekeeper - Basketball-----	553
AFS-----	553
FFA Advisor-----	1,107
FBLA-----	178
FHA-----	178
French Club-----	178
Library Club-----	178
National Honor Society-----	178
Thespians Club-----	178
Student Council-----	338
"W" Club-----	861
Future Teachers-----	178
Pom Pon Club-----	553
Any additional approved Club-----	178
Detention Supervisor (1 hour re-lease time)-----	799/58

*Replaces Head Drama, 2 Drama Ass't. and art advisor 81-82, cost of 2,850

++not hired for 82-83, aired in 81-82

- ** \$724 if coach does not report with "A" Coach
- *** replaces old system with head boy's and head girl's coach, \$1,670 plus 3 ass't. coaches (5 total)
- **** replaces old system with head boy's and head girl's coach - this year they were combined and paid \$1,100 to one coach
- + not hired in 81-82 or 82-83

The Board of Education and the Superintendent will annually have the right to increase or decrease the number of assistants that appear on the supplementary pay schedule, and to pay coaches of new sports in the extracurricular activities the same as similar sports, based on length of season and number of events participated in. The Pay Schedule for any new sports and/or activities shall be comparable to the same or similar existing sport and/or activity and based on the number of events played, length of season, number of students involved, degree of responsibility and amount of equipment involved.

ET
11-4-82

B. The Board's Offer. The following is the Board's Offer:

1. The salary schedule for teachers in the Waterford Union High School District for 1982-83 (to be added as Page 24 A. of the agreement) is set forth as Attachment A.

(During school year 1982-83 only, the District shall make a \$300 (longevity payment to each teacher who has spent at least one year (at the maximum step of his/her current lane.

(To appear at bottom of salary schedule page 24-A)

2. Modify Article III, Subparagraph 12, to read as follows:

"a. Until the first of the month following a voluntary settlement of the reopener provisions of the agreement or until the first of the month following issuance of an arbitrator's decision on reopener issues, the hospital and surgical insurance at the full premium, semi-private room or ward charge will be paid for full-time employees on the following basis:

- (1) The Board agrees to the payment of 100% of the health insurance premium, expressed as a dollar amount. The family plan premium for 1982-83 is \$138.50, and the single plan premium is \$52.12.
- (2) Provisions for \$100 maternity benefits, outpatient diagnostic came to \$100 per year, a major medical provision up to \$25,000, dependents to age 25, and oral surgery will be attached to each above policy.

"c. Effective the first day of the month following voluntary settlement or an arbitration award (or as soon as otherwise administratively possible), hospital and surgical insurance as provided presently by CESA 18 Blue Cross/Blue Shield Co-Pay Health Insurance Plan will be paid for full-time employees on the following basis:

- (1) The Board agrees to the payment of up to \$116.96 to cover the cost of the family plan premium and of up to \$43.48 to cover the cost of the single plan premium.
- (2) Teachers will be paid \$400 in lieu of enrolling in the health insurance plan.
- (3) ~~When there are clear and convincing reasons,~~ An employee may change from single to family or from family to single coverage during the term of the agreement, provided the carrier allows such a change.

(A copy of the CESA 18 Blue Cross/Blue Shield Co-Pay Health Insurance plan is attached hereto as Attachment B but shall not be attached to the contract.)

3. The supplementary pay schedule for 1982-83 (page 26 of the collective bargaining agreement) shall be modified as set forth in Attachment C.

SALARY SCHEDULE

LANE STEP	1	2	3	4	5	6	7	8	9	10
0	13000	13250	13500	13750	14000	14450	14900	15350	15800	16250
1	13445	13695	13945	14195	14445	14895	15345	15795	16245	16695
2	13890	14140	14390	14640	14890	15340	15790	16240	16690	17140
3	14360	14610	14860	15110	15360	15810	16260	16710	17160	17610
4	14830	15080	15330	15580	15830	16280	16730	17180	17630	18080
5	15325	15575	15825	16075	16325	16775	17225	17675	18125	18575
6	15820	16070	16320	16570	16820	17270	17720	18170	18620	19070
7	16340	16590	16840	17090	17340	17790	18240	18690	19140	19590
8	16860	17110	17360	17610	17860	18310	18760	19210	19660	20110
9	17405	17655	17905	18155	18405	18855	19305	19755	20205	20655
10				18700	18950	19400	19850	20300	20750	21200
11				19270	19520	19970	20420	20870	21320	21770
12					20090	20540	20990	21440	21890	22340
13					20685	21135	21585	22035	22485	22935
14					21280	21730	22180	22630	23080	23530
15					21900	22350	22800	23250	23700	24150
16					22520	22970	23420	23870	24320	24770

FWP

WATERFORD UNION HIGH SCHOOL
 SUPPLEMENTARY PAY SCHEDULE*
 1982-83

[ATTACHMENT C]

YS SPORTS COACH

Baseball: Head Coach -----	1200
Asst. Coach -----	770
Softball: Head Coach -----	1470
Asst. Coaches -----	1200
Football: Head Coach -----	1470
Asst. Coach, Varsity & Soph -----	1200
Asst. Coach Freshmen -----	855
Golf: Head Coach -----	1000
Asst. Golf Coach, depending on participants -----	700
Baseball Coach: Head -----	1000
Asst. Coach, depending on participants -----	700
Track: Head Coach, boys & girls -	1470
Asst. Coach -----	770
Cross Country, Head Coach, boys and girls -----	1000
Asst. Cross Country Coach -----	700
Swimming: Head Coach -----	1470
Asst. Coaches -----	1200

MS SPORTS COACH

Softball: Head Coach -----	1470
Asst. Coach -----	1200
Golf: Head Coach -----	1000
Asst. Coach, depending on participants -----	700
Girls Gymnastics: Head Coach ---	1300
Asst. Coach -----	1050
Football: Head Coach -----	1200
Asst. Coach -----	770
Baseball: Head Coach -----	1000
Asst. Coach, depending on participants -----	700
Track: Head Coach (See Above) ---	-
Asst. Coach -----	770
Volleyball: Head Coach -----	1200
Asst. Coach -----	770

Athletic Director (including up
to 40 hours summer work) ----- 1900

ADVISORS

Annual -----	850
AV Director and Television Supervisor -----	750
Band -----	1000
Cheerleader Advisor -----	900
Choral Advisor & Co-Drama Coach -----	650
Debate Advisor -----	525
Drama: Head Coach, Co- Drama Coach -----	1250
Forensics: Head Coach -----	750
Asst. Coach -----	500
Coaches per Category -----	125
Asst. Coach (One Act Plays) -----	275
Newspaper -----	600
Publications -----	\$7 per hr
Scorekeeper - Basketball -----	\$16 per eve
Detention Supervisor -----	\$325 per student
<u>CLUBS & OTHER ORGANIZATIONS</u>	

AFS -----	300
French Club -----	175
FBLA -----	175
FFA -----	950
FHA -----	175
Future Teachers -----	175
Library Club -----	175
National Honor Society -----	175
Pom-Poms -----	600
Student Council -----	300
Thespian Club -----	175
"W" Club -----	700
Any additional approved club -----	175

The Board of Education will annually have the right to increase or decrease the number of coaches, assistants and advisors that appear on the supplementary pay schedule or discontinue or modify any activity that appears on the supplementary pay schedule, as recommended by the Administration. To pay coaches of new sports in the extracurricular activities the same as similar sports, based on length of season and number of events participated in. The Pay Schedule for any new sports and/or activities shall be comparable to the same or similar existing sport and/or activity and based on the number of events played, length of season, number of students involved, degree of responsibility, and amount of equipment involved.

LMF

V. FACTORS TO BE CONSIDERED. The following factors are to be considered by the arbitrator under Section 111.70 (4) (cm) 7 of the Wisconsin Statutes:

"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 cost of the proposed settlement.

"d. Comparison of 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."

VI. THE LAWFUL AUTHORITY OF THE EMPLOYER. The Board is raising the issue that the offer of the Association is not legally before the arbitrator. The Association offer contains the following language with respect to the implementation of the proposed salary schedule of the Association:

"Salary proposal to be implemented for the 5th pay period of 24 pay periods." The Board states that this proposal was presented for the first time at the arbitration hearing when the Association expressed the position that its offer did not include an advance in increment for the teachers beginning with the first of the year. The effect of not considering the employees having advanced one increment at the beginning of the school year would be to reduce the cost of the salary increase and the percentage increase in salary of the Association offer. The Board states in effect that under the matters agreed to, it must advance the teachers in the salary increments and thus the cost of the Association offer is higher than the Association states it to be. The Board states that it did not know that the delay in the increments was part of the Association's intent and that the offer on the face of it does not provide for this delay increment.

The Board further argues that if the arbitrator accepts the Association interpretation that the Association offer is to be read as the Association wants it to be read, then the offer is not properly before the arbitrator, because it contains a matter not heretofore bargained between the parties. According to the Board what the Association has done is to amend its offer after submission of the final offer. A Wisconsin Supreme Court ruling in Milwaukee Deputy Sheriff's Association v. Milwaukee County, 64 Wis. 2d 651 (1974) holds that a final offer cannot be amended after it is submitted.

According to the Association, the Board denied a movement forward in increments in the 1982-83 school year. The Association representative said that she had several meetings with the school district administration and only movements from one lane to another were permitted for teachers who had acquired an increased number of credits. No step increments were granted. The Association then offered its schedule which was composed of a blend of the 1981-82 schedule and the Association schedule for 1982-83 with the employees being moved forward one step at the time of the implementation. The Association said it made known this intention by having submitted on or about April 11, 1983, calculations showing how it proposed to do this. The documents it submitted, the Association says, are its Exhibits J-5, 28 through 34 where this type of calculation is made.

The Association argues that action of the Board's technical assistant who made calculations of the costs of the offer and who advanced the teachers one step at the beginning of 1982-83 was the result of that staff person not receiving the information about what the Board had actually done in withholding that increment.

Discussion. The arbitrator holds that the Association offer as interpreted by the Association is properly before him and is not illegal. The Board by withholding increases in increments in the 1982-83 year under the old schedule gave cause to the Association to believe that the employees would get an increment only on the commencing of a new schedule, however arrived at by agreement or arbitration. Also the contention of the Association that it made known what it was intending to the Board prior to the hearing was not countered by other evidence.

VII. STIPULATIONS OF THE PARTIES. The parties made a stipulation during the hearing which allowed the Association to correct the figures in its offer on extra-curricular compensation. All other matters between the parties have been stipulated to.

VIII. ABILITY OF THE GOVERNMENT TO PAY. There is no question here of the ability of the government to meet either offer.

IX. COSTS OF WAGE OFFERS. The previous base salary for BA was \$12,400. The Board is offering a new base of \$13,000, an increase of 4.84%, and the Association is offering \$13,200, an increase of 6.45%. The following tables show the estimates of costs for the offers developed by the Board and the Association:

Table I

A. BOARD ESTIMATE OF COST OF BOARD OFFER AT 44.46 FTE
(Board Ex. 1)

<u>Item</u>	<u>1981-82</u>	<u>1982-83</u>	<u>% Inc.</u>	<u>\$ Inc.</u>
Base Salary	858,641	900,887	4.92	
Longevity		6,000	5.61	
All Wage Costs	918,483	978,728	6.56	
Health Insurance	40,107	64,197	60.06	
Package	1,140,663	1,236,693	8.41	
Aver. Teacher Wage				
W/Long.	19,312	20,398	5.62	1,086
Aver. Teacher Package	25,656	27,815	8.41	2,159

Table I - continued

B. BOARD ESTIMATE OF COST OF ASSOCIATION OFFER AT 44.46 FTE
(Board Ex. 2)

<u>Item</u>	<u>1981-82</u>	<u>1982-83</u>	<u>% Inc.</u>	<u>\$ Inc.</u>
Base Salary (Old Sal. + Inc. 16.67) (New Salary 83.33)	858,641	920,467 (145,741) (774,726)	7.20	
All Wage Costs	918,483	993,747	8.19	
Health Insurance Package	40,107	64,197	60.06	
Aver. Teacher Wage W/Long.	1,140,663	1,256,466	10.15	
Aver. Teacher Package	19,312	20,703	7.20	1,391
	25,656	28,261	10.15	2,605

Table II

ASSOCIATION ESTIMATES OF COST OF OFFERS, 44.46 FTE

A. Board Offer (Assn. Ex. J-5)

<u>Item</u>	<u>1981-82</u>	<u>1982-83</u>	<u>% Inc.</u>	<u>\$ Inc.</u>
Base Salary	858,628	897,726	4.55	39,098
Longevity		6,000		
Total Base & Longevity		903,726	5.25	45,098
All Wage Costs	920,895			
W/Assn. Offer on other wages		977,078	6.10	
W/Bd. Offer on other wages		976,723	6.06	
Health Insurance	39,361	53,627	36.24	
Package Costs	1,142,574			
W/Bd. Roll-ups		1,222,985	7.03	80,411
W/Assn. Roll-ups		1,226,148	7.31	83,574

B. Association Proposal

<u>Item</u>	<u>1981-82</u>	<u>1982-83</u>	<u>% Inc.</u>	<u>\$ Inc.</u>
Base Salary	858,628	914,697	6.5	56,069
Longevity		-		
All Wages	920,895			
W/Assn. Offer on other wages		988,049		
W/Bd. Offer on other wages		987,694		
Health Insurance	39,361	53,627		
Package Costs	1,142,574			
W/Assn. Roll-ups		1,239,165	8.45	96,591
W/Bd. Roll-ups		1,236,007	8.17	93,428

The parties have differences about the costing. The Association contends that the Board's statement that the Association cost would amount to a double-digit percent increase is wrong. The Association states that the Board made an error in costing a vertical step increase, by arriving at a figure of \$145,741, which is erroneous: 16.57% times the salary cost of \$858,641 amounts to \$143,135 (Reply Brief, p. 61).

The Association also states that the Board estimate of \$56,887 for the Association's extra-curricular cost is overstated by including the cost of a second detention supervisor at \$799 per semester for a total of \$1,598 for two semesters when the Association is only asking for one (Reply Brief, p. 9). The following is what the Association says should be the corrected cost increases under the Association offer, assuming the Board's position of paying the increment at the beginning of the school year.

Table III

ASSOCIATION ESTIMATES OF ITS OWN OFFER UNDER BOARD ASSUMPTIONS OF INCREMENTS AT THE BEGINNING OF THE SCHOOL YEAR: USING THE BOARD FORMAT, AT 44.46 FTE⁽¹⁾

<u>Item</u>	<u>1981-82</u>	<u>1982-83</u>	<u>% Inc.</u>	<u>\$ Inc.</u>
Salary (Old Sched. + 16.67%) (New Sched., 83.33%)	858,641	917,861 (143,135) (774,726)	6.9	59,220
Total Wages	918,483	989,542	7.74	71,059
Health Insurance (29 at 1,198.80) (6.5 at 452.64) (8 at 300)	40,107	64,197		
Package Total	1,140,633	1,251,496	9.72	2,494
Aver. Base Salary Inc.	19,313	20,647	6.9	1,334
Aver. Package Inc. Per Teacher	25,655	28,149	9.7	2,494

(1) Assn. Reply Brief, p. 61

The Board contends that the charge of the Association that the costs analysis here are "insufficient and contradictory" is a blatant attempt to sweep the double digit offer of the Association under the rug. The costs analysis of the offers, according to the Board, are especially important due to the increased compensation for extra-curricular and insurance costs. The Board notes that the two major areas of difference are the delay in the increment and the number of single and family plans maintained by the same group of teachers for health insurance.

The Board points out that if the arbitrator accepts the Association's modification of its final offer to allow payment on the fifth pay period for the new schedule, the dollars thus allegedly saved will have to be paid in full in 1983-84 as part of the salary structure in place prior to any further bargaining. The Board is obligated to pay the piper, and the cost of this delayed increment could handicap the voluntary resolution of the next agreement.

The Association argues that the cost of its package is only 8.45% and that the Board has stated that it considers the 8.41% total package of its own a fair settlement.

Discussion. There is a considerable number of differences as to what the salary and package costs would be on a schedule-to-schedule increase. For example, the parties' exhibits do not agree on the placement of teachers in the 1982-83 schedule, both as to where the teachers are in the steps, and as to the number of the FTE equivalent (Bd. Ex. 5 compared to Assn. Ex. J-5, 22). There is also the contention of the Association that the Board made an arithmetical error in its own calculations for the cost of the first four payrolls, and that the Board overstated health insurance costs by not using the 1981-82 experience.

On the basis of the testimony at the hearing and in an effort to use the schedule-to-schedule approach by simply advancing the population of the previous year without changing other conditions, the arbitrator has developed the following table as an estimate of costs and percentage increases. In this table, the estimate of the Association for its salary cost is used, since the Board's estimate includes the first four pay periods with increments which the arbitrator does not consider to be in the Association offer, since the Association is not asking for it and does not intend it in its offer. Also an estimate is made for health insurance costs applying the same pattern of use as in the previous year, with the data corrections of what this use was, applied to the projected costs found in Board Exhibit 2.

The arbitrator did not use the changed pattern of health insurance in which about seven people who had been "buying out" of health insurance now are under the plan. The reason for not using the new pattern is that in order to project the 1981-82 schedule forward with the same population, it would be inconsistent to apply changes in health policy use and not also the actual experience of the Board with the current number of FTE which may be down by as much as four.

Other than these items in the following table the information presented by the Board is relied on.

Table IV

ARBITRATOR'S ESTIMATE OF COST OF OFFERS BASED ON BOARD AND ASSOCIATION EXHIBITS AND DISCUSSIONS IN BOTH BRIEFS ON VALUE OF DATA

Item	Board	1982-83 Offers	
		Association	
Base Salary	\$ 900,887	\$ 914,697	
Longevity	6,000		
Overschedule Payments	16,046	16,393	
Extra Curricular	55,728	55,288	
Total	978,728	986,378	
Health(1)	52,627	52,627	
Dental	11,137	13,148	
Life	4,450	4,513	
STRS (11.5%)	112,554	113,433	
Soc. Sec. (6.65%)	65,085	65,598	
Total	1,224,581	1,235,693	
Average Salary			
44.46 FTE	22,014	22,185	
% Increase		6.55	7.44
Average Package			
44.46 FTE	27,543	27,793	
% Increase		7.35	8.33

(1) Assumption of 28 teachers at \$1,662.00, 7.5 teachers at \$625.44 and 8 teachers at \$300.00.

In the above table, if the insurance feature as would be experienced in 1982-83 is added, this would bring an additional amount of \$9,146 to be added to each package total. This would produce an 8.15% increase for the package total to the Board offer and a 9.12% increase for the Association offer. The arbitrator however has presented his rationale for not including actual costs for some features and not for others.

The presentation of the arbitrator on these costs does not include any attempt at reconciling the difference in the scattergrams of the parties.

X. COMPARISONS - COMPARABLE DISTRICTS. The Association originally provided a list of 46 school districts for which it supplied data. The following schools are Union High Schools: Badger, Hartland, Minocqua, Nicolet, Salem, Union Grove, Walworth, Waterford and Wilmot.

The following are K-12 districts: Burlington, Delavan, East Troy, Elkhorn, Franklin, Jefferson, Kenosha, Mukwonago, Muskego, Palmyra, Williams Bay, Milton.

The following are K-8 districts: Brighton, Bristol, Brookwood, Dover #1, Fontana, Geneva J. 4, Linn Lake Geneva J. 1, Norway, Paris J. 1, Randall, Raymond #1, Raymond #14, Reek Elementary, Salem 7, Salem J. 2, Sharon, Silver Lake, Union Grove J. 1, Walworth J. 1, Washington-Caldwell, Waterford-Rochester, Wheatland Central, Wilmot Elementary, Yorkville.

The Association provided benchmark comparisons of salaries at selected benchmarks, and "Career BA" and "Career MA" totals (Assn. Exs. A-1 to A-16).

The Association also grouped all 37 CESA 18 schools (Assn. C-2 series).

The Association also made comparison with schools in the Southern Lakes Athletic Conference. The schools include Badger UHS, Burlington, Delavan, East Troy, Elkhorn, Jefferson, Milton, Salem UHS, Union Grove UHS, Wilmot UHS and Waterford (Assn. D series).

The Association also made comparisons between Union High Schools in the state. These are Badger UHS, Hartland UHS, Minocqua UHS, Nicolet UHS, Salem UHS, Union Grove UHS, Walworth UHS, Wilmot UHS and Waterford UHS (Assn. E series).

The Association also made comparisons with six schools contiguous to the Waterford Union High School District, which six districts are either UHS districts or K-12 districts. These are Burlington, East Troy, Franklin, Mukwonago, Union Grove UHS and Waterford UHS (Assn. F series).

The Association compared the salaries at Waterford UHS with the salaries in the feeder schools. These schools are Norway J. 7 (known as Drought), Raymond #1 (North Cape), Washington-Caldwell, and Waterford-Rochester (Assn. Ex. 6 series).

The Board used fifteen districts for its comparables. These included Badger UHS, Big Foot UHS, Burlington, Delavan-Darien, Drought, East Troy, Elkhorn, North Cape, Salem UHS, Union Grove School, Washington-Caldwell, Waterford UHS, #1 Waterford, Whitewater and Wilmot UHS.

The Association's Position on Comparable Districts. The Association has used the five different groups for comparison in order to make its point that the Waterford UHS teachers have experienced an erosion of their salary position with respect to any of the groups shown. The Association says it will be comfortable with any kind of comparison, because all show the erosion.

The District's Position. The District states that its comparable districts meet the statutory criteria. The group includes the Union High Schools in the immediate area, the K-8 districts which are located closest, since they are feeder schools, and the K-12 districts of Burlington, Delavan, Darien, East Troy, Elkhorn, and Whitewater which are in the areas of Racine, Kenosha,

and Jefferson Counties. They are districts from which one can form an opinion about the issues. The Board says that the districts most similar to Waterford are Big Foot UHS, Salem UHS, Union Grove UHN, Waterford Graded, and Wilmot UHS. The K-12 districts are larger while the K-8 districts are smaller.

The Board says that WTEA has taken a shotgun approach to comparables, and its approach is so broad that it is nearly impossible to do any definite analysis of the validity of the parties offers herein. The range of districts is from the large ones, Racine and Kenosha, to very small K-8 districts which are geographically distant. The Board notes that the arbitrator here included Waterford in the Salem, Delavan-Darien, Lake Geneva, Union Grove and Walworth UHS districts in an earlier award. Milwaukee and Waukesha County Districts like Franklin, Mukwonago and Muskego have never been utilized in this region. The Board also objects to reliance on the Athletic Conferences because the parties have not mutually agreed on its selection. The Conference as a set of comparables should be used only if other alternatives are not reasonable. The Board also objects to the use of Hartland, Minocqua, and Nicolet, because they are not in the same economic district as Waterford.

Discussion. In the general list of schools for comparisons provided by the Association, some school districts are not to be considered of primary comparison because of remoteness. Thus Hartland, Minocqua and Nicolet would not qualify for primary consideration. Other districts are either metropolitan districts or are significantly influenced by a metropolitan district; thus, Kenosha and Franklin, even though the latter is contiguous to the Waterford district, are of lesser value. K-8 districts generally would not be considered of primary importance except for the Waterford-Rochester district whose building is in close physical proximity to the Waterford UHS.

The arbitrator has grouped some of the districts for comparability by characteristics after inspecting the exhibits of the parties. The following table is useful in this comparison. It is derived from Board Exhibits 13 and 14, and Association Exhibit Series A.

Table V

SELECTED CHARACTERISTICS OF SELECTED SCHOOL DISTRICTS FOR COMPARISONS WITH WATERFORD UHS

A. Union High School Districts

<u>District</u>	<u>82-83 FTE</u>	<u>82-83 Adm.</u>	<u>81-82 Cost/ Member</u>	<u>81-82 % State Aids</u>
Badger	59.40	819	\$3,236	2.97
Big Foot	39.30	540	3,029	4.11
Salem	56.20	958	2,473	41.79
Union Grove	45.15	737	3,572	34.06
Wilmot	42.00	757	2,777	34.33
Waterford	42.90	796	2,878	39.89

B. K-12 Districts

Burlington	177.33	3,263	2,355	30.11
Delavan	138.75	2,142	2,850	26.26
East Troy	87.20	1,574	2,411	24.36
Mukwonago ⁽¹⁾	253	4,339		
Muskego ⁽¹⁾	223	3,782		
Palmyra ⁽¹⁾	85	1,232		
Whitewater	119.73	1,804	2,862	23.73

Table V - continued

<u>District</u>	<u>82-83 FTE</u>	<u>82-83 Adm.</u>	<u>81-82 Cost/ Member</u>	<u>81-82 % State Aids</u>
C. Waterford UHS Feeder Schools				
Norway J.7 (Drought)	7.80	118	\$2,564	38.34
Raymond 1 (North Cape)	7.55	152	1,871	25.84
Waterford- Rochester	42.00	796	2,206	29.79
Washington- Caldwell	7.70	156	2,052	42.46

(1) 81-82 Data

From this table it should be noted that the Union High Schools are grouped in a similar area of the state and that they have similarity in size though not in percentage of state aids received. Walworth UHS is not included because of paucity of data. In the K-12 districts listed, these are all within the same area as Waterford, but the district of Franklin has been eliminated as being too heavily influenced by the Milwaukee region. Racine and Kenosha are not included as being much larger districts.

In the listing of the feeder schools, three of the schools are of very small size and although they are feeder schools, they would have only a tertiary value. A case could be made for including the Waterford-Rochester district because of its similar size to Waterford UHS and similar FTE.

From the foregoing, the arbitrator believes that the "A" group above of Union High School districts are the primary comparable group, and the "B" group of K-12 districts above, generally much larger in size, are a secondary group for comparison. The feeder schools constitute only a tertiary group for comparison.

All of these schools, however, lie within the same general geographic area of the state and the people in them have interacting economic contacts.

XI. WAGES - COMPARABLE DISTRICTS. In order to grasp the significance of the parties' positions it is necessary to report in some detail the essence of their exhibits on their own comparables, since these exhibits have value in determining trends and in revealing how the parties have come to their positions.

The following table is derived from Association Exhibit A-1 and is characteristic of similar tables made for 45 school districts which the Association listed as one group of comparables (Assn. A-1 to A-16):

Table VI

WATERFORD UHS SALARIES AT SELECTED STEPS FOR SELECTED YEARS AND REPRESENTING CHANGES IN A SPAN OF FIVE YEARS

Step	78-79	81-82	82-83	
			Bd.	Assn.
BA Min.	\$ 10,350	\$ 12,460	\$ 13,000	\$ 13,200
BA Max.	14,305	16,805	17,405	17,820
MA Min.	11,350	13,850	14,450	14,770
MA Max.	17,930	22,370	22,970	23,810
Sched. Max.	18,530	24,170	24,770	25,770
BA 7th	12,870	15,220	15,820	16,140
MA 10th	15,305	18,225	18,855	19,390
Career BA	337,120	397,350	412,350	421,500
Career MA	386,120	468,130	483,130	497,600

From data such as that contained above the Association prepared an additional set of tables in which it compared the changes over five years between Waterford UHS salaries at selected steps and the average of the group of 45 schools and the state-wide average. The following table contains an abstraction of these data (Assn. Exs. B-1 to B-3, B-7 to B-9). The "B" series of Association exhibits has similar data for the 45 districts.

Table VII

DIFFERENCE OF DOLLAR AMOUNTS AND PERCENTAGE CHANGES BETWEEN WATERFORD UHS SALARIES AND THE STATE-WIDE AVERAGE AND AVERAGE OF 45 SELECTED SCHOOLS AT SELECTED STEPS

Step	78-79		81-82		82-83			
					Board		Assn.	
	State	Group	State	Group	State	Group	State	Group
<u>BA Min.</u>								
\$ Diff.	327	74	- 164	- 362	- 476	- 732	- 276	- 532
% Diff.	3.26	0.72	-1.31	-2.84	-3.53	-5.33	-2.05	-3.87
<u>BA Max.</u>								
\$ Diff.	-1,121	-1,351	-2,628	-3,271	-2,824	-3,951	-2,409	-3,536
% Diff.	-7.27	-8.63	-13.52	-16.29	-13.96	-18.50	-11.91	-16.56
<u>MA Min.</u>								
\$ Diff.	386	- 102	85	- 366	- 441	- 985	- 121	- 665
% Diff.	3.52	-0.89	0.62	-2.57	-2.96	-6.38	-0.81	-4.31
<u>MA Max.</u>								
\$ Diff.	140	- 786	- 154	-1,673	-1,076	-2,653	- 236	-1,813
% Diff.	0.79	-4.20	-0.68	-6.96	-4.47	-10.35	-0.98	-7.08
<u>Sched. Max.</u>								
\$ Diff.	- 453	-2,060	47	-2,166	- 961	-3,225	39	-2,225
% Diff.	-2.39	-10.00	0.19	-8.22	-3.73	-11.52	0.15	-7.95
<u>BA 7th</u>								
\$ Diff.	271	- 29	- 592	- 668	-1,309	-1,545	- 989	-1,225
% Diff.	2.15	-0.22	-3.74	-4.20	-7.64	-8.90	-5.77	-7.05
<u>MA 10th</u>								
\$ Diff.	69	- 589	-1,065	-1,364	-2,056	-2,716	-1,521	-2,181
% Diff.	0.45	-3.71	-5.51	-6.95	-9.83	-1,259	-7.27	-10.11

The Association took 37 CESA 18 schools, ranked their salaries at selected steps - "benchmarks"; and listed Waterford UHS in this listing. In its "C-2" series it gave both the Board proposal and the Association proposal an independent number for rank, and in every instance the Association had a higher rank in 1982-83, counting "1" as the highest rank. However, in some instances as in BA Minimum, if the Board offer or the Association offer were compared independently with the others, the rank number would come out the same. In this case the number might be "9", otherwise the Association would be "9" and the Board "10".

Adapting the C-2 series to the condition where the Board offers and Association offers are ranked independently, one derives the following table:

Table VIII

RANK OF BOARD AND ASSOCIATION OFFERS FOR SELECTED STEPS
FOR SELECTED YEARS, WITHOUT LONGEVITY,
COMPARED TO CESA 18 SCHOOLS(1)

Step	78-79	81-82	Bd.	82-83	
				Bd.	Assn.
BA Min.	2	8	9	9	9
BA Max.	14	25	28	26	26
MA Min.	4	9	11	10	10
MA Max.	3	5	8	5	5
Sched. Max.	7	7	9	6	6
BA 7th	3	8	15	8	8
MA 10th	5	13	21	15	15

(1) Association Exhibits C-2, 1 to 7

These data were shown more explicitly for 1978-79 and 1982-83 in Association exhibits, with additional comparisons of the rank of the Waterford offers in comparison to the highest salary in CESA schools for a specific step, and percent above or below the median for that step (C-3, 1-27). The Association in its brief abstracted data from its C-3 and D-3 series to produce certain tables. The next table reports this information taken from these tables in the brief.

Table IX

RELATIONSHIP OF WATERFORD OFFERS AND SCHOOL GROUPINGS
IN PERCENTAGE CHANGES FROM 1978-79 TO 1982-83,
WITH RESPECT TO BEST WAGE AT A GIVEN STEP

<u>CESA 18 Schools</u>	<u>BA Min.</u>	<u>BA Max.</u>	<u>MA Min.</u>	<u>MA Max.</u>	<u>Sched. Max.</u>	<u>BA-7</u>	<u>MA-10</u>
1978-79	99.04	88.91	97.05	98.43	92.43	96.99	96.78
1982-83							
Bd.	90.25	81.54	91.46	91.39	86.27	90.75	86.44
Assn.	91.67	83.49	93.48	94.73	88.85	92.58	88.80
<u>Southern Lakes A.C.</u>							
1979-79	100	99.17	97.05	100	86.27	99.57	97.02
1982-83							
Bd.	92.86	87.11	91.46	93.00	88.85	93.61	89.98
Assn.	94.29	89.16	93.48	96.40	92.43	95.50	92.52
<u>Wis. UHS Districts</u>							
1978-79	100	85.90	89.74	81.26	73.10	98.91	93.73
1982-83							
Bd.	92.91	73.01	84.75	74.77	70.19	87.14	82.94
Assn.	94.34	74.75	86.63	77.51	73.02	88.90	85.30

Table IX - continued

<u>Contiguous Districts</u>	<u>BA Min.</u>	<u>BA. Max.</u>	<u>MA Min.</u>	<u>MA Max.</u>	<u>Sched. Max.</u>	<u>BA-7</u>	<u>MA-10</u>
1978-79	99.52	81.39	92.49	89.63	84.84	90.99	85.56
1982-83							
Bd.	91.39	70.98	86.54	82.09	80.97	82.21	77.47
Assn.	92.80	72.60	88.46	85.10	84.24	83.87	79.61
<u>K-8 Feeder Schools</u>							
1978-79	100.00	99.72	100	100	100	100	100
1982-83							
Bd.	98.11	87.29	97.83	96.47	96.12	98.02	97.24
Assn.	99.62	87.37	100	100	100	100	100

The Association also treated the relationship of Waterford offers to other districts with respect to changes of percentage above or below the median. The Association in its brief produced tables taken from its C-3 series of exhibits. The next table is an abstraction of these data:

Table X

RELATIONSHIP OF WATERFORD OFFERS AND SCHOOL GROUPINGS
WITH RESPECT TO CHANGES ABOVE OR BELOW THE MEDIAN
EXPRESSED AS PERCENTAGES

<u>CESA 18 Schools</u>	<u>BA Min.</u>	<u>BA Max.</u>	<u>MA Min.</u>	<u>MA Max.</u>	<u>Sched. Max.</u>	<u>BA-7</u>	<u>BA-10</u>
1978-79	4.02	1.74	4.03	13.30	15.24	6.80	8.06
1982-83							
Bd.	1.96	-8.92	2.08	5.39	5.50	1.65	-1.54
Assn.	3.53	-6.75	4.75	9.24	9.76	3.71	1.25
<u>Southern Lakes A.C.</u>							
1978-79	3.50	5.50	3.18	5.78	6.32	5.06	3.76
1982-83							
Bd.	0.00	2.33	0.00	-0.56	0.00	-1.13	-1.34
Assn.	1.54	0.00	2.21	3.07	4.04	0.88	-4.06
<u>Wis. UHS Districts</u>							
1978-79	2.48	0.00	3.18	0.87	0.35	4.21	5.19
1982-83							
Bd.	0.00	-7.67	-2.30	0.00	-0.30	0.00	-2.76
Assn.	1.54	-5.46	-0.14	3.66	3.73	2.02	0.00
<u>Contiguous Districts</u>							
1978-79	0.49	0.00	0.00	0.00	-3.36	0.00	-0.18
1982-83							
Bd.	-1.52	-7.67	-3.34	-3.53	-4.78	-3.83	-5.72
Assn.	0.00	-5.46	-1.20	0.00	-0.88	-1.88	-3.05
<u>K-8 Feeder Schools</u>							
1978-79	6.15	5.57	8.10	25.21	28.24	12.30	17.15
1982-83							
Bd.	1.96	-1.94	4.71	5.37	10.58	3.60	6.20
Assn.	3.53	0.39	7.03	9.22	15.04	5.70	9.21

The following information is from Association Exhibit C-4 and C-5:

Table XI

COMPARISON OF WATERFORD OFFERS AND AVERAGE OF
32 CESA SCHOOLS IN 1982-83 AND AVERAGE OF 26 CESA SCHOOLS
SETTLED IN 1982-83 AT SELECTED STEPS

Steps	Bd.	% Inc.	Assn.	% Inc.	1982-83		Aver. 26 Dists.	% Inc.
					Aver. 32 Dists.	% Inc.		
BA Min.	\$13,000	4.8	\$13,200	6.5	\$13,355	7.7	\$12,891	6.1
BA Max.	17,405	3.6	17,820	6.0	19,794	8.2	19,095	7.1
MA Min.	14,450	4.3	14,770	6.6	14,797	7.8	14,303	6.1
MA Max.	22,970	2.7	23,810	6.4	23,748	7.9	22,498	6.6
Sched. Max.	24,770	2.5	25,770	6.6	25,837	7.9	24,921	6.8
BA-7	15,820	3.9	16,140	6.0	16,597	8.0	15,870	6.8
MA-10	18,855	3.3	19,390	6.2	20,559	8.0	19,538	6.8

The Association in its D-2 series ranked the offers with salaries at the Southern Lakes A.C. districts. There are 11 schools, but the Association ranked the two offers in the same list. The following table comes from this series, but each offer is ranked independently.

Table XII

COMPARISON OF WATERFORD OFFERS AND SOUTHERN
LAKES ATHLETIC CONFERENCE IN RANK AT SELECTED STEPS

Steps	78-79	81-82	Bd.	82-83	
				Bd.	Assn.
BA Min.	1	5	5	5	5
BA Max.	3	7	7	7	7
MA Min.	3	6	6	6	6
MA Max.	1	4	7	3	3
Sched. Max.	5	4	6	4	4
BA-7	2	5	7	6	6
MA-10	3	8	9	8	8

The Association compared the ranking of its proposals with Wisconsin Union High School districts. There are nine such districts. Table XIII shows how the offers of the parties would rank when compared independently with the other eight districts.

Table XIII

COMPARISON OF WATERFORD OFFERS WITH WISCONSIN
UNION HIGH SCHOOLS IN RANK AT SELECTED STEPS

Steps	78-79	81-82	Bd.	82-83	
				Bd.	Assn.
BA Min.	1	5	5	5	5
BA Max.	6	7	7	7	7
MA Min.	2	5	7	7	7
MA Max.	4	5	5	5	5
Sched. Max.	4	5	6	5	5
BA-7	3	5	5	5	5
MA-10	4	6	7	6	6

The Association compared the wage offers at the "benchmark" steps for the UHS - Nicolet, Minocqua, Union Grove, Wilmot and Salem. Badger, Hartland and Walworth were not included. From this comparison comes Table XIV.

Table XIV
COMPARISON OF WATERFORD OFFERS WITH AVERAGES OF SOME GROUPINGS OF UHS DISTRICTS AT SELECTED STEPS, 1982-83(1)

Step	Bd.	% Inc.	Assn.	% Inc.	Aver. 6 UHS	% Inc.	Aver. 4	Aver. 2	% Inc.	
							Settled Dists.	Settled Dists. (2)		
BA Min.	\$13,000	4.8	\$13,200	6.5	\$13,272	7.5	\$12,996	6.8	\$12,166	8.4
BA Max.	17,405	3.6	17,820	6.0	20,972	7.9	21,229	7.5	19,821	10.3
MA Min.	14,450	4.3	14,770	6.6	15,017	7.4	15,017	6.8	13,699	8.4
MA Max.	22,970	2.7	23,810	6.4	24,464	7.9	24,862	7.4	22,319	10.3
Sched. Max.	24,770	2.5	25,770	6.6	29,228	7.9	27,075	7.4	24,640	10.3
BA-7	15,820	3.9	16,140	6.0	17,048	7.5	16,574	6.8	15,394	8.4
BA-10	18,855	3.3	19,390	6.2	21,444	7.7	20,978	6.8	19,498	8.4

(1) Assn. Ex. E-4, 1,2

(2) Settled 82-83

Concerning six districts considered contiguous districts to Waterford, the next two tables are similar to ones presented above. These are from the Association F series.

Table XV

COMPARISON OF WATERFORD OFFERS WITH CONTIGUOUS SCHOOL DISTRICTS IN RANK AT BENCHMARKS

Step	78-79	81-82	82-83	
			Bd.	Assn.
BA Min.	3	5	5	5
BA Max.	5	6	6	7
MA Min.	4	6	6	6
MA Max.	4	6	7	5
Sched. Max.	6	6	6	6
BA-7	4	6	7	7
BA-10	6	6	7	7

Table XVI

COMPARISON OF WATERFORD OFFERS WITH AVERAGE OF 6 CONTIGUOUS DISTRICTS, 1982-83

Step	Bd.	% Inc.	Assn.	% Inc.	Aver. 6 Dist.	% Inc.	Aver. 4	% Inc.
							Dist. Settled in 82-83	
BA Min.	\$13,000	4.8	\$13,200	6.5	\$13,793	7.8	\$13,869	8.0
BA Max.	17,405	3.6	17,820	6.0	21,712	6.8	22,377	6.6
MA Min.	14,450	4.3	14,770	6.6	15,514	8.8	15,564	9.3
MA Max.	22,970	2.7	23,810	6.4	25,885	6.9	26,176	6.7
Sched. Max.	24,770	2.5	25,770	6.6	28,254	6.7	28,787	6.6
BA-7	15,820	3.9	16,140	6.0	17,497	9.7	17,642	10.0
MA-10	18,855	3.3	19,390	6.2	21,804	10.5	22,053	10.8

The Association in its series of exhibits made comparison between Waterford and feeder schools similar to those tables above.

Table XVII

COMPARISON OF WATERFORD OFFERS WITH FEEDER SCHOOL DISTRICT
IN RANK OF BENCHMARKS

Step	78-79	81-82	Bd.	82-83
				Assn.
BA Min.	1	1	2	2
BA Max.	2	2	4	2
MA Min.	1	1	1	1
MA Max.	1	1	1	1
Sched. Max.	1	1	1	1
BA-7	1	1	2	1
MA-10	1	1	1	1

Table XVIII

COMPARISON OF WATERFORD OFFERS WITH AVERAGE OF 4 FEEDER DISTRICTS
1982-83

Step	Bd.	% Inc.		Aver. 3 Dists.	% Inc.		One Dist. Settled in 1982-83	% Inc.
		Assn.	Assn.		Assn.	Assn.		
BA Min.	\$13,000	4.8	\$13,200	6.5	\$13,064	7.9	\$12,750	6.6
BA Max.	17,405	3.6	17,820	6.0	19,376	7.7	17,750	8.1
MA Min.	14,450	4.3	14,770	6.6	14,194	7.9	13,800	6.0
MA Max.	22,970	2.7	23,810	6.4	22,035	7.1	21,050	3.9
Sched. Max.	24,770	2.5	25,770	6.6	22,650	7.0	21,900	3.7
BA-7	15,820	3.9	16,140	6.0	15,735	7.7	15,270	5.4
MA-10	18,855	3.3	19,930	6.2	18,517	7.5	17,755	4.6

In its reply brief the Association developed a series of similar tables on the 14 school districts considered as comparables by the Board. The next series of tables are abstracted from the reply brief.

Table XIX

COMPARISON OF WATERFORD OFFERS WITH BOARD COMPARABLES
AT SELECTED BENCHMARKS

Step	78-79	Bd.	82-83	81-82
			Assn.	
BA Min.	1 (1)	6 (2)	6 (2)	5 (1)
BA Max.	4 (2)	9 (4)	7 (4)	8 (2)
MA Min.	3 (1)	7 (3)	7 (3)	6 (1)
MA Max.	1 (2)	6 (4)	3 (4)	4 (2)
Sched. Max.	5 (2)	6 (4)	4 (4)	4 (2)
BA-7	2 (2)	7 (4)	5 (4)	5 (2)
MA-10	3 (2)	8 (4)	7 (4)	8 (2)

- (1) 14 Districts
- (2) 12 Districts
- (3) 13 Districts
- (4) 11 Districts

Table XX

RELATIONSHIP OF WATERFORD OFFERS IN 1978-79 AND 1982-83
TO BOARD COMPARABLES EXPRESSED AS PERCENTAGE OF
BEST FOR A GIVEN STEP, RANK ALSO*

	<u>BA Min.</u>	<u>BA Max.</u>	<u>MA Min.</u>	<u>MA Max.</u>	<u>Sched. Max.</u>	<u>BA-7</u>	<u>MA-10</u>
1978-79	100.00 ⁽¹⁾	99.17 ⁽⁴⁾	97.05 ⁽³⁾	100.00 ⁽¹⁾	86.27 ⁽⁵⁾	99.57 ⁽²⁾	97.02 ⁽³⁾
1982-83							
Bd.	92.86 ⁽⁶⁾	87.11 ⁽⁹⁾	91.46 ⁽⁷⁾	93.00 ⁽⁶⁾	88.85 ⁽⁶⁾	93.61 ⁽⁷⁾	89.98 ⁽⁸⁾
Assn.	94.29 ⁽⁶⁾	89.18 ⁽⁷⁾	93.48 ⁽⁷⁾	96.40 ⁽³⁾	92.43 ⁽⁴⁾	94.50 ⁽⁵⁾	92.83 ⁽⁷⁾

() Rank

* See Table XIX to ascertain how many districts apply in the case of each ranking.

Table XXI

RELATIONSHIP OF WATERFORD OFFERS ABOVE OR BELOW MEDIAN OF
BOARD COMPARABLES, EXPRESSED IN PERCENTAGES AND RANK*

	<u>BA Min.</u>	<u>BA Max.</u>	<u>MA Min.</u>	<u>MA Max.</u>	<u>Sched. Max.</u>	<u>BA-7</u>	<u>MA-10</u>
1978-79	3.50 ⁽¹⁾	5.58 ⁽⁴⁾	3.18 ⁽³⁾	5.27 ⁽¹⁾	6.80 ⁽⁵⁾	6.36 ⁽²⁾	5.19 ⁽³⁾
1982-83							
Bd.	0.42 ⁽⁶⁾	-1.94 ⁽⁹⁾	0.49 ⁽⁷⁾	3.28 ⁽⁶⁾	1.31 ⁽⁶⁾	1.65 ⁽⁷⁾	0.00 ⁽⁸⁾
Assn.	1.57 ⁽⁶⁾	0.11 ⁽⁷⁾	2.71 ⁽⁷⁾	7.06 ⁽³⁾	5.40 ⁽⁴⁾	3.71 ⁽⁵⁾	0.81 ⁽⁷⁾

() Rank

* See Table XIX to ascertain how many districts apply in the case of each ranking.

The Association further presented dollar and percentage increases for schools in the Board's comparables, and this information was assembled in the Board's reply brief (pp. 43-49). The succeeding table is abstracted from this information plus information from Association Brief, p. 29).

Table XXII

DOLLAR AND PERCENTAGE INCREASES 81-82 TO 82-83
FOR AVERAGE OF BOARD'S LIST OF COMPARABLE DISTRICTS

<u>Step</u>	<u>Aver. of Reported Districts Settled for 81-82</u>			<u>Aver. of Reported Districts Settled in 82-83</u>			<u>Bd. Offer</u>		<u>Assn. Offer</u>	
	<u>No.</u>	<u>\$ Inc.</u>	<u>% Inc.</u>	<u>No.</u>	<u>\$ Inc.</u>	<u>% Inc.</u>	<u>\$ Inc.</u>	<u>% Inc.</u>	<u>\$ Inc.</u>	<u>% Inc.</u>
BA Min.	12	817	6.17	7	720	6.0	600	4.8	800	6.5
BA Max.	10	1,330	7.8	5	1,422	8.1	600	3.6	1,015	6.0
MA Min.	12	977	7.26	7	894	6.7	600	4.3	920	6.6
MA Max.	10	1,554	7.3	5	1,532	7.3	600	2.7	1,440	6.4
Sched. Max.	10	1,655	7.2	5	1,759	7.5	600	2.5	1,600	6.6
BA-7	10	1,063	7.2	5	958	6.5	600	3.9	920	6.0
MA-10	10	1,342	7.42	5	1,217	6.7	600	3.3	1,135	6.2

The Association in its brief made comparisons of dollar and percentage increases at the benchmarks from 1981-82 to 1982-83 for the various groups it considered comparable. Table XXIII is an abstraction of this information (Brief pages 29-33).

Table XXIII

PERCENTAGE INCREASES OF WATERFORD OFFERS COMPARED
TO AVERAGE INCREASES AT BENCHMARKS FOR VARIOUS GROUPINGS
OF DISTRICTS, SETTLED FOR 1982-83 AND SETTLED IN 1982-83

	<u>BA Min.</u>	<u>BA Max.</u>	<u>MA Min.</u>	<u>MA Max.</u>	<u>Sched. Max.</u>	<u>BA-7</u>	<u>MA-10</u>
<u>Waterford</u>							
Bd.	4.8	3.6	4.3	2.7	2.5	3.9	3.3
Assn.	6.5	6.0	6.6	6.4	6.6	6.0	6.2
<u>CESA 18</u>							
Aver. for 82-83	6.6	7.2	7.0	7.0	7.1	7.1	7.1
Aver. in 82-83	6.6	7.1	6.8	6.8	6.5	6.9	6.8
<u>Southern Lakes</u>							
<u>Ath. Conf.</u>							
Aver. for 82-83	6.5	7.4	6.7	7.6	7.5	6.8	7.3
Aver. in 82-83	6.1	7.3	6.4	7.5	7.8	6.5	6.9
<u>Wis. UHS</u>							
<u>Districts</u>							
Aver. for 82-83	6.6	8.0	7.2	8.0	8.0	7.3	7.6
Aver. in 82-83	6.6	8.3	7.3	8.3	8.3	7.5	7.4
<u>Contiguous</u>							
<u>Districts</u>							
Aver. for 82-83	7.5	7.1	8.1	7.3	6.8	9.1	9.8
Aver. in 82-83	7.1	5.4	7.4	5.4	5.4	7.0	7.3
<u>K-8 Feeder</u>							
<u>Schools</u>							
Aver. for 82-83	7.9	7.6	8.0	5.9	5.8	7.4	7.1
Aver. in 82-83	6.6	8.1	6.0	3.9	3.7	5.4	4.6

The Board presented a series of exhibits on the list of districts it considered comparable, and included in this list of exhibits the effects of longevity. Exhibit XXIV is extracted from Board Exhibits 16-25.

Table XXIV

COMPARISONS OF BOARD COMPARABLES FOR SALARIES AT SELECTED STEPS
1981-82 AND 1982-83 AND PERCENTAGE INCREASES

	BA Min.			BA Max.			BA Max. W/Long.		
	81-82	82-83	% Inc.	81-82	82-83	% Inc.	81-82	82-83	% Inc.
Badger UHS	\$12,775	\$13,500	5.68	N/A	N/A				
Big Foot UHS	12,300	13,050	6.09	N/A	N/A				
Salem UHS	11,000	12,300 ⁽²⁾	11.82	\$17,611	\$19,693 ⁽²⁾	11.82	\$17,776		10.78
Union Grove UHS	12,200	13,000	6.55	17,690	18,850	6.55			
Wilmot UHS	11,500	12,000	4.35	18,412	19,981	8.52			
Waterford UHS	12,400			16,805					
Bd.		13,000	4.8		17,405	3.57		\$17,705	5.35
Assn.		13,200 ⁽¹⁾	6.45		17,820	6.04			
Burlington	12,350	12,945	4.8	18,515	19,408	4.82			
Delavan-Darien	12,900	14,000	8.5	14,900	16,000	7.38			
East Troy	12,650	13,500	6.72	15,600	17,000	8.97	16,100	17,700	9.93
Elkhorn	13,146	13,030	5.2	17,271	18,505	7.14			
Whitewater	12,350	N.S.		16,935	N.S.		17,104	N.S.	
Drought	11,300	12,350	9.2	16,650	17,800	6.9			
Washington-Caldwell	11,965	12,750	6.56	16,415	17,750	8.13			
#1 Waterford	12,290	13,250	7.81	18,495	19,940	7.81			

(1) Eff. 10/15

(2) Eff. 5th Pay Period

	MA Min.			MA Max.			MA Max. W/Long.		
	81-82	82-83	% Inc.	81-82	82-83	% Inc.	81-82	82-83	% Inc.
Badger UHS	\$14,075	\$14,800	5.15	N/A	N/A				
Big Foot UHS	13,550	14,300	5.53	N/A	N/A				
Salem UHS	12,385	13,852 ⁽²⁾	11.84	\$19,828	\$22,177 ⁽²⁾	11.81	\$19,993		10.93
Union Grove UHS	14,030	14,950	6.40	23,180	24,700	6.55			
Wilmot UHS	12,951	13,514	4.34	20,735	22,502	8.52			
Waterford UHS	13,850			22,370					
Bd.		14,450	4.33		22,970	2.68		\$23,270	4.02
Assn.		14,770 ⁽¹⁾	6.64		23,810	6.43			
Burlington	13,462	14,110	4.81	22,539	23,624	4.81	22,939	24,024	4.73
Delavan-Darien	14,400	15,800	9.72	21,750	23,150	6.44	22,850	25,450	11.24

(1) Eff. 5th Pay Period

(2) Eff. 10/15

Table XXIV - continued

	MA Min.			MA Max.			MA Max. W/Long.		
	81-82	82-83	% Inc.	81-82	82-83	% Inc.	81-82	82-83	% Inc.
East Troy	\$14,500	\$15,350	5.86	\$21,300	\$23,250	9.15	\$21,850	\$24,050	10.06
Elkhorn	14,271	15,105	5.84	22,521	24,205	7.48			
Whitewater	13,585	N.S.		21,145	N.S.		21,356	N.S.	
Drought	12,300	13,550	10.16	20,550	21,800	6.08			
Washington-Caldwell	13,015	13,800	6.03	20,265	21,050	3.78			
#1 Waterford	13,340	14,380	7.79	20,630	22,240	7.80			
	Sched. Max.			Sched. Max. W/Long.					
	81-82	82-83	% Inc.	81-82	82-83	% Inc. in 82-83			
Badger UHS	No Max.	N/A							
Big Foot UHS	No Max.	N/A							
Salem UHS	\$21,889	\$24,485 ⁽¹⁾	11.85	\$22,054		11.02			
Union Grove UHS	24,400	26,000	6.55						
Wilmot UHS	22,893	24,844	8.52						
Waterford UHS	24,170								
Bd.		24,770	2.48		\$25,070	3.72			
Assn.		25,770 ⁽²⁾	6.61						
Burlington	26,264	27,529	4.81	26,664	27,929	4.74			
Delavan-Darien	23,250	24,900	7.10	24,400	27,400	12.29			
East Troy	22,850	25,200	10.28	23,400	26,000	11.11			
Elkhorn	25,671	27,880	8.61						
Whitewater	22,930	N.S.		23,159					
Drought	21,150	22,400	5.91						
Washington-Caldwell	21,115	21,900	3.71						
#1 Waterford	21,170	22,820	7.79						

(1) Eff. 10/15

(2) Eff. 5th Pay Period

Position of the Association. The Association's principal position is that since the 1978-79 school year the position of teachers in the Waterford district has eroded in comparison with the groups of other districts. The Association contends that this is shown in the C, D, E, F and G series of Association exhibits. Both offers here show this erosion, but under the Association offer the erosion will be less.

The Association says that the benchmark comparisons it makes are supported by arbitrators as the standard method instead of package costs. Other methods might be skewed and not give the true picture of salary changes. Further, arbitrators have declared that the pattern of settlements is the best indicator of cost of living increases. Also some arbitrators are now using dollar increases instead of percentage increases at benchmarks.

The Association reports that where it has used averages in C-4, D-4, E-4, F-4 and G-4 of its Exhibit 1, these are weighted averages.

The Association says that while it does not subscribe to the position that because of the economic times only 1982-83 settlements should be looked at, yet it has made comparisons on these data, because it is willing to have its offer subjected to the harshest scrutiny. The Association offer comes closest to averages and is the more reasonable.

Position of the Board. The Board states that from its Exhibits 16-25 it is clear that the Board offer generally maintains the same ranking among comparable districts as does the WTEA offer. The Board supplied this chart:

Table XXV

	RANK ORDER COMPARISONS		
	<u>1981-82</u>	<u>1982-83 Board Offer</u>	<u>1982-83 Association Offer</u>
BA Minimum	5	7	6
BA Maximum	8	6	6
MA Minimum	6	6	6
MA Maximum	5	6	6
Schedule Maximum	5	6	6

It also says that the Waterford salaries are near or above the average in the districts used as comparables. It supplied this chart: (Bd. Br., p. 31).

Table XXVI

	<u>1982-83 Aver. Salary</u>	<u>Board Offer</u>	<u>Rel. to Average</u>	<u>Assn. Offer</u>	<u>Rel. to Average</u>
BA Minimum	\$13,022	\$13,000	-.1%	\$13,200	1.37%
BA Maximum	18,718	17,705	-.5%	17,820	-4.8%
MA Minimum	14,440	14,450	.07%	14,770	2.3%
MA Maximum	23,184	23,270	.4%	23,810	2.7%
Schedule Maximum	25,125	25,070	-.2%	25,770	2.7%

The Board notes that Waterford is ninth in size in districts used as comparables and has a relatively low ability to support an educational program, and relies on state aid monies, so that its own effort is commendable.

The Board also notes that the rank order of Waterford has evolved from several years of voluntary collective bargaining in response to local economic conditions and that the package offer of the Association is too high for the conditions.

Discussion. From the data presented by the parties on their own comparables the following is evident.

1. There has been an erosion over five years of the status of the Waterford salaries with respect to state-wide averages (Table VII) and CESA 18 schools (Tables VIII, IX, X).

2. There has been an erosion over five years of the status of Waterford salaries to schools in the Southern Lakes Athletic Conference, UHS schools, contiguous schools and K-8 feeder schools (Tables IX, X, XI, XII, and XIII); and also schools in the Board's list of comparables, Tables XIX, XX and XXI).

3. Percentage increases offered in the average of 32 CESA 18 districts for 1982-83 and 26 CESA 18 districts settled in 1982-83 are greater than the percentage increases offered by either the Board or the Association, with the Board being the lower of the Waterford offers (Table XI).

4. The same principle enunciated in "3" above holds true for six Union High School districts for 1982-83 and four Union High School districts which were settled in 1982-83 (Table XIV).

5. The same principle enunciated in "3" above also obtains for six contiguous districts for 1982-83 and four of these districts which settled in 1982-83. (Table XVI)

6. The same principle holds true generally for percentage increases in feeder districts with one exception. The Association offer at some steps exceeds the percentage increases for one district which settled in 1982-83 (Table XVIII).

7. Percentage and dollar increases in the Board's list of comparables for benchmarks exceed the Board offer in 1983, and in six out of seven steps exceed the Association's offer (Table XXII)

8. With respect to rank order in CESA 18 schools, both offers represent a drop in rank from 1978-79 and for some steps from 1981-82. The Board drop in rank is greater and the Association gains at one step (Table VIII).

9. With respect to the Southern Lakes Athletic Conference, there is some loss of rank in the Board offer, and less of a loss in the Association offer. (Table XII)

10. The same principle holds true for the Board's list of comparables (Table XIX).

11. The Board's offer on salaries remains nearer to the average in its own list of comparables than does the Association offer (Table XXVI).

12. In making comparison with districts which the arbitrator considers of primary comparison and districts of secondary comparison with respect to average salaries, Table XXVII was developed from XXIV which in turn is from Board Exhibits 16-25.

Table XXVII

COMPARISON OF WATERFORD OFFERS WITH AVERAGE SALARIES REPORTED IN
UHS DISTRICTS AND K-12 DISTRICTS CONSIDERED AS PRIMARY AND
SECONDARY COMPARABLES GROUPS BY THE ARBITRATOR

	<u>BA Min.</u>	<u>BA Max.</u>	<u>BA Max. W/Long.</u>	<u>MA Min.</u>	<u>MA Max.</u>	<u>MA Max. W/Long.</u>
Average UHS Dist.	\$12,770 ⁽¹⁾	\$19,508	\$19,508	\$14,283 ⁽¹⁾	\$23,126	\$23,126
Average 4 K-12 Dist.	13,569	17,728	17,903	15,091	23,557	24,425
Waterford Bd.	13,000	17,405	17,705	14,450	22,970	23,270
Assn.	13,200	17,820	17,820	14,770	23,810	23,810
	<u>Sched. Max.</u>	<u>Sched. Max. W/Long.</u>				
Average UHS Dist.	\$25,110	\$25,110				
Average 4 K-12 Dist.	26,302	27,302				
Waterford Bd.	24,770	25,070				
Assn.	25,770	25,770				

(1) ½ districts; otherwise average is of 4 districts.

From the foregoing table it can be seen that the Board offer exceeds the primary group of UHS districts at the BA Minimum, MA Minimum and MA Maximum with longevity positions, and is below in the others. The Association exceeds the average of the primary group at the BA Minimum, MA Minimum, MA Maximum, MA Maximum with longevity, Schedule Maximum and Schedule Maximum with longevity positions. Generally the Board offer is nearer the averages from the primary comparables about whom data has been obtained.

Both offers are under the averages of the secondary group, except that the Association offer exceeds the average of the secondary group in BA Maximum.

From the foregoing, the arbitrator now weighs the relative closeness of the Board's offer to those on the average in other UHS districts known against, one, the relative remoteness of the Board's offer to the secondary group, two, the lesser percentage increase of the Board in its offers at respective benchmarks, and three, the relative general erosion of the Waterford position with respect to a series of other groupings. The arbitrator believes that because of the erosion and low percentage increase of the Board's offer at various steps, even though offset by the intro-

Table XXVIII

COMPARISON OF WATERFORD ON EXTRACURRICULAR, 1982-83

	<u>Board</u>	<u>\$ Inc.</u>	<u>% Inc.</u>	<u>Assn.</u>	<u>\$ Inc.</u>	<u>% Inc.</u>
Boys' Sports	\$26,450	6,882	35.16	\$24,072	4,505	23.01
Girls' Sports	14,330	3,370	30.75	13,430	2,480	22.54
Advisors	8,790	30	.002	12,012	2,242	22.95
Clubs	4,075	460	12.72	4,443	828	22.90
Athletic						
Director	1,400	400	26.66	1,845	345	23.00
Total Cost	55,545	10,132	22.31	55,607	10,394	22.89

The Association presented exhibits to show that the extra-curricular schedule was increased in 1977-78 by 10% over the previous year, 7% in 1978-79, 5% in 1979-80, 4.5% in 1981-82. Therefore it used a general 23% increase in 1982-83 (K-20 to K-24).

The Association presented exhibits showing that the salaries of the position of the basketball, football, wrestling, baseball and track coaches had declined with respect to coaches in the Athletic Conference schools since 1976-77 (K-25, K-26).

Board Exhibit 31 was a chart showing the criteria used in developing an extracurricular schedule by the Board for major positions in athletics. The criteria includes length of season in weeks, number of contests, number of participants, number of assistant coaches, and number of teams. The Board derived the following information from its Exhibits 32-47:

Table XXIX

1982-83 RANK MAXIMUM PAY

	<u>Rank Board Offer</u>	<u>Rank Assn. Offer</u>	<u>Total Schools w/Position</u>
Athletic Director	1	1	4
Football, Head	9	10	10
Football, Assistant	4	9	10
Basketball, Varsity	9	10	10
Basketball, Assistant	4	9	10
Girls' Basketball, Varsity	5	5	6
Girls' Basketball, Assistant	2	4	6
Wrestling, Head	7	8	10
Wrestling, Assistant	4	6	10
Baseball, Boys	4	9	10
Baseball, Girls	3	5	8
Track, Varsity Boys	4	4	10
Track, Assistant Boys	7	8	10

Position of the Association. The Association says that the parties had agreed that a considerable catch-up was needed for extracurricular duties, and deliberately proposed an implementation of its offer at the 5th pay period in order to accommodate a sizeable increase in the extracurricular schedule. The amount of both offers is nearly the same, and the dispute is over the manner of distributing the amount. The Association hopes to bargain payment for each assignment as a percentage of the base salary and with a differential for years of experience as is the practice in the majority of Southern Lakes Athletic Conference schools. Failing to do this, the Association chose the traditional across-the-board method of a percentage raise for all positions.

The Association says there was a need for a catch-up and what the Board is offering is a catch-up on extracurricular with a loss in salary rank. The Association says that its 1982-83 offer is only equal to 1981-82 league averages.

The Association is critical of the Board proposal, because it does not follow the traditional procedure of percentage raises for all positions, changes radically the schedule as relating to positions, when such changes should be made only at the bargaining table. The Association takes issue with the Board's criteria for making the changes and asks why compensation for Debate and Forensics, for example, are to be reduced in order to increase salaries for athletic coaches.

Position of the Board. The Board notes the improved rank order of its position over the position of the Association offer, with also an improved position of one position above the Association offer. The Association while arguing "catch-up" is farther behind.

The Board chose the revised schedule, because it is more in keeping with student participation levels, and WIAA requirements for various activities and comparable salaries. This is a significant issue to the Board since the Association perpetuates inequities. If the Association offer is awarded, the Board will be faced with further demands in the future.

The Board also notes that its offer on extracurricular payments achieves both internal and external equity. To accept the Association argument of a percentage increase rather than a negotiated dollar amount would mean there was no use in seeking a more equitable internal and external comparability. The Board has produced a plan which is more in line with norms in the area, and the Association is begging the question by arguing that further bargaining on a position by position basis is necessary. The Association in negotiations was unwilling to address the issue, so that the Board was obliged to fashion a final offer which accomplished the Association's stated goals and distributed significant amount of dollars through the pay schedule.

The inequities in the Association schedule are shown by the sum paid for the Drama coach which would be the highest in the ten comparable districts. No reason for this advance was shown. The Board has not been arbitrary in its application.

Discussion. On the basis of the foregoing, the arbitrator is of the opinion that the Board's offer more nearly meets the standard of reasonableness and serves thereby the public interest. The Board's rationale in attempting to study the elements which should go into determining extracurricular compensation are reasonable, though perhaps subject to some further negotiation about specific positions. The Association position of applying a percentage

increase in the past would ordinarily be considered reasonable except that the Board has shown by its data that there are internal inequities in the method of compensation. The Board position also advances a significant number of individuals in extracurricular assignments to a higher comparative level, though at the expense of other individuals. The Board however has demonstrated a reasonable approach to studying the workload. The dollar amounts between the offers are not significant.

For the foregoing reasons the arbitrator concludes that the Board offer on extracurricular compensation is the more reasonable.

XIII. COMPARISON OF WAGES WITH PRIVATE SECTOR EMPLOYEES. Board Exhibit 77A and B was a report of February 17, 1982, from the Bureau of National Affairs. It reported that first year payments in major settlements negotiated in 1982 averaged 3.8 percent, the smallest rise since 1968. Nearly half the workers covered by contracts negotiated in 1982 received no first year increase and about one third received no increase over the life of the contract. The data was based on 566 settlements covering 1000 or more workers. Two thirds of the employees had cost of living clauses, and these averaged 2.2 percent for the first year.

The Board has discussed the issue of the economy extensively, but this matter will be addressed in the section on the interests and welfare of the public. However, it must be said that the Board offer more nearly approximates the general experience in percentage of wage increases in the private manufacturing and construction sector of the economy.

XIV. COMPENSATION - HEALTH INSURANCE. The Association is proposing to keep the present language of Article III, Section 12 of the previous contract which provides for hospital and surgical insurance in which the Board pays 100% of the health insurance premium. The cost for a family plan goes from \$79.88 to \$138.50 and the single plan goes from \$30.32 to \$52.12. An employee could be paid \$300 in lieu of enrolling in the health insurance plan. The Board is offering to keep the present plan in existence until the first of the month following the conclusion of this matter, when it is proposing a "Co-Pay" plan in which it will pay up to \$116.96 for a family plan and up to \$43.48 for a single plan. Teachers would be paid \$400 in lieu of enrolling in the plan. The plan proposed in the Association offer is known as the "Blue Cross/Blue Shield CESA 18" plan.

Board Exhibits 49A to F were a comparison of benefits. The basic differences between the plans include a \$100 per person per calendar year deductible, with a limit of two deductibles per family per calendar year under the Co-Pay plan. This plan also calls for coinsurance of 80/20 up to \$2,000 with 100% insurance thereafter. Such features are not present in the CESA 18 plan. Other more important differences are these:

Hospital Benefits:

	Co-Pay	CESA 18
Days of Treatment Covered	Unlimited	265 days per calendar

<u>Major Medical:</u>	Co-Pay	CESA 18
Maximum Amount	\$1,000,000 overall policy maximum	\$250,000 each eligible participant
Deductible	\$100 per calendar year; limit of 2 per family per year	\$50 or \$100 per calendar year, limit of 3 per family
Coinsurance	80/20 up to \$2,000 100% thereafter	80/20

Evidence given by the Board indicates that under its proposed plan, persons who originally elected not to take the insurance because of a spouse or other cause can enroll without having to give evidence of insurability (Bd. Exs. 50 A to D).

Board Exhibit 51 showed that of the districts of Badger, Big Foot, Burlington, Delavan, Darien, East Troy, Elkhorn, Salem, Union Grove, #1 Waterford, Whitewater, Wilmot and Waterford UHS there was no co-pay plan. In eight examples, 100% payment by the Board was the way the contract read. In four districts, their contracts stated a dollar amount to be paid by the Board. Waterford UHS was one of three districts tied at 7th rank in amount paid for the family plan. The East Troy Board did not pay a full cost for the family plan.

The Board presented a series of exhibits to the effect that health care costs were mounting steeply and that great effort was needed to contain them. The exhibits argued that when employees had full coverage they tended to expand the use of health care, and that cost containment depended partly on cost sharing between employees and the employer (Bd. Exs. 53 through 63).

The Association presented some exhibits on Southern Lakes Council schools system which corroborated generally the Board information on the costs of health insurance in some of the same schools (Assn. Exs. L-8 to L-31). The Association also had one exhibit in which there was an article expressing concern about medical costs (Assn. L-32).

Testimony was presented in the hearing by Board witnesses expressing the Board's concern for rising health insurance costs and the strong desire of the Board to control them in part by a plan calling for deductibles. Testimony was that the benefits of the Co-Pay plan would be the same or better than those in the CESA 18 plan once the insurance was invoked and the deductibles paid.

Testimony of an Association witness was that the deductible plan would require in some cases a substantial payment first under coinsurance and that the \$1,000,000 top in major medical was merely a form of "window-dressing" since there was a remote chance of its ever being utilized.

Position of the Board. The Board notes that its proposal to alter the structure of the health insurance benefit cannot be implemented during the present contract year because of the length of the impasse. Nevertheless the proposal has great merit and is not revolutionary. It represents a trend in southeastern Wisconsin toward co-pay insurance since employers are seeking to curb the cost of health insurance increases. It is a step to contain the costs in the future.

The Board cites its witness, David Banholzer, an insurance broker of 28 years experience, to the effect that there has been an over-utilization of health services where full fees are paid for employees under the Blue Cross plan. With a Co-Pay plan employees will check on alternatives to

hospitalization and tests. The deductible principle will be an incentive to employees to utilize the health care program sensibly. Employees have to be made more sensitive to the costs experienced by the Employer. The combined increase for health and dental care have substantially exceeded the increases in the medical care component of the consumer price index by more than 40% for family and 52% for single plans (Bd. Ex. 48). The health insurance cost for the Board in 1982-83 was \$104,341 which was 9.7% of the total District levy for 1982-83.

The future of containing cost or actual reduction is five to ten years away, but this Board plan reflects a significant effort to focus the attention of employees on the costs to the District and competitive pricing of health care. The Board cites the exhibits it presented to the effect that consumers are insulated from the costs of health care because two-thirds of the costs are born by "third parties" such as health insurers or government agencies. Persons who are thus insulated spend 60% more than those who pay some form of coinsurance. Employee ignorance as to costs is contributing to increased costs. The Board cites the opinions of arbitrators that employees should bear some share of the health insurance costs.

The Board argues that the Board's plan brings the provider, patient and payor together through the cost of the benefit whereby the employees become more sensitive to the costs when they have to pay a small part of it. The Board says that the Co-Pay plan offers some significant improvements in levels of benefits as a trade off for the "co-pay" features. These include unlimited days of in-patient care and a \$1,000,000 maximum coverage under major medical benefits. There is no change in the guaranteed insurability under the Board offer, and catastrophic events are covered more fully under this plan. The benefits are as good as under the present plan. The Association however is ignoring the acceleration of health care costs.

The Board disagrees with the Association claim that the Board proposal would lower premiums without improving the coverage. The Board states that under the Blue Cross/Board's proposal its premium for the family plan would increase to \$116.96, an increase of 15% over 1981-82. Its single plan premium would increase in cost 17%. Due to the length of the dispute the Board is paying the much higher sums of \$138.50 and \$52.12 for the family and single plans. Thus the Board's offer cannot be characterized as "less benefits and less premium dollars".

The Board says in sum that the Association's objections to its health insurance proposal lacks substance.

Position of the Association. The Association contends that the plan of the Board on health insurance is an effort to shift the cost to the employees. There is no evidence that this action will result in less usage and thus less cost. The Association contends that the Board's principal witness on the issue could not specify any increased benefit to the employees if they should agree voluntarily to the Board's proposal. The Association says that the Co-Pay plan would produce reduced benefits because of the deductibles, except for a \$300 supplemental accident benefit. Currently the only

The Association also holds that outpatient and mental disorders are covered on an 80% provision up to a \$250,000 maximum benefit under the current plan. Under the Co-Pay plan this is cut back to \$500 maximum per person per calendar year. The Co-Pay plan also cuts back nervous and mental care.

The Association objects that the potential savings to the Board have not been included in an offer by the Board to put them in the salaries of the employees. The Association also says that no school district in southeastern Wisconsin has this plan, and only two in the state have a plan of this type.

The Association notes that by the time an award is forthcoming in the instant matter, the issue will be moot and that parties ought to be afforded the opportunity to bargain about reforming the present system in 1983-84.

The Association is critical of the Co-Pay plan because it offers no incentive for a second opinion as a means of reducing costs. The Association also notes that increases in health and dental insurance are no different in Waterford than elsewhere and the Waterford teachers do not want to be the test case for Co-Pay.

Discussion. From the foregoing presentation of the positions of the parties, the arbitrator is of the opinion that the position of the Association is one which more clearly meets two statutory criteria which are most applicable here. The first of these is the matter of comparability. No other district in the area has the Co-Pay type of plan, and the arbitrator thus believes it should not be imposed through arbitration. Second, it would appear that the public interest would be best served if the parties arrived at some system of cost sharing in insurances through bargaining. This award will come after the school sessions have ended and about the time another bargaining round for the next contract may start. The facts of the substantial increase in health insurance costs are indeed evident and may loom more important in future negotiations between employers and their organized employees; but in this case since the next round of negotiations appears to be coming soon, it would appear that the public interest is served best by having the parties try to achieve a voluntary plan for cutting costs of insurances.

XV. COMPENSATION - DENTAL INSURANCE. The Association is proposing to change Article III, 14, of the agreement in which dental insurance is provided so that the Board payments for family dental insurance would advance from \$24.77 to \$33 and from \$8.39 to \$11.50 for dental insurance for a single person. The Association supplied some documentation on plans for such insurance in other districts. The next table gives some of the information from Association Exhibits L-8 to L-31.

Table XXX

PAYMENTS ON DENTAL INSURANCE AND PERCENTAGES PAID BY EMPLOYER
IN SELECTED DISTRICTS

<u>District</u>	<u>Family Plan</u>	<u>% Paid or \$ by ER</u>	<u>Single Plan</u>	<u>% Paid by ER</u>	<u>Date of Report</u>
Big Foot UHS	\$34.19	50%	\$13.63	50%	9/83 (sic)
Bristol	38.84	100%	12.84	100%	10/82
Burlington	34.72	100%	11.95	100%	9/82
Drought	No plan				
East Troy	35.50	\$26.50	11.88	\$10.00	10/82
Elkhorn	28.50	50%	7.92	50%	10/82
Delavan-Darien	25.70	100%	7.59	100%	11/82
Fontana			11.88	100%	11/82
Genoa City	29.80	100%	10.10	100%	
Badger UHS	43.20	100%	14.07	100%	
Lake Geneva	38.28	100%	12.46	100%	
Randall	41.17	100%	16.39	100%	
Reek	34.62	92%			
Salem UHS	38.84	100%	12.84	100%	
Sharon	None				
Trevor	None				
Union Grove Elem.	31.30	100%	10.90	100%	
Union Grove UHS	Health and Dental in one premium				
Washington-Cald.	None				
Waterford UHS	25.00	24.27	8.60	8.39	9/82
Wheatland	31.56	100%	9.52	100%	
Williams Bay	31.64	100%	10.04	100%	
Wilmot Elem.	12.58	100% for full-time	39.84	100% for full-time	
	10.82		32.64		
Wilmot UHS	38.84	100%	12.84	100%	

Positions of the Parties. The Association did not address the matter of the increase in dental insurance to be paid by the Board other than to argue that the teachers will pay a portion of the insurance, and the overall package is reasonable. The Board had no exhibits but addressed the matter in its brief. It contends that the Association did not meet the burden of proof on the need to alter dental insurance. The Board points out that two districts, Big Foot and Elkhorn, pay only 50% of such insurance costs. Further in view of the Association's double digit package increase, the demand for increased dental coverage merely adds to the excessive request. The Board also says that its arguments on the need for teachers to be informed about the costs of health benefits applies to dental insurance also.

Discussion. A review of Table XXX shows that as far as dental insurance payments in the districts reported, the payment in Waterford for dental insurance for both family and single plans is low in dollar amount. However in the most comparable groups of UHS schools, the pattern is uneven. So is the pattern in the secondary K-12 districts reported (Burlington, East Troy, Elkhorn, East Troy). The matter of comparability for the increase is not established, and the Board's position of status quo is the more reasonable therefore.

XVI. OVERALL COMPENSATION. The Association presented a series of exhibits (Assn. Exs. J-5, 1-27) on comparative overall costs between districts. The following table is derived from these exhibits:

Table XXXI

PERCENTAGE INCREASES IN SELECTED DISTRICTS ON AN AGGREGATE BASIS
AND PER TEACHER BASIS, 1981-82 TO 1982-83

District	Aggregate Basis	Teacher Basis		
	% Inc.	\$ Aver.	\$ Inc.	% Inc.
Central UHS (Salem)	12.11	\$25,603	\$2,798	12.27
Union Grove	8.82	23,591	1,912	8.82
Wilmot UHS	8.66	25,724	2,849	8.66
Elkhorn	10.21	27,073	2,508	10.21
Waterford				
Assn.				8.45
Board				7.3
Brighton	13.83			13.83
Bristol	11.59			11.59
Drought	12.64			12.64
Fontana	7.73			7.73
Genoa City	10.75			10.75
Randall	8.67			8.67
Sharon	7.00			7.00
Trevor	14.20			14.20
Union Grove Elem.	8.82			8.82
Washington-Caldwell	8.45			8.45
Williams Bay	10.21			10.21
Wilmot Elem.				14.20

Board Exhibit 27 noted that in 1981-82 only five of 14 comparable districts offered a longevity plan, and in 1982-83, only four were being offered of which the Board's plan was one. It also noted that all districts paid 5% of the salaries toward retirement for the employees.

Discussion. The parties did not extensively address the matter of overall compensation except with respect to the salary claims and then the roll-up costs which the Board says amounts to a 10.15% increase per teachers (see Table I) and which the Association says comes to an 8.45% increase (Table II, B). Based on evidence and testimony, the arbitrator has estimated the overall costs of a 7.35% increase for the Board and an 8.33% increase for the Association (Table IV). Given the limited data on primary and secondary comparables in Table XXXI, the arbitrator concludes from visual examination of that table, that the Association offer is more comparable to overall costs of settlements in the CESA 18 area. The weight of this factor then falls to the Association.

XVII. COST OF LIVING. Board Exhibit 29 revealed that the change in the Consumer Price Index (CPI UX-1 U.S. City Average) was 6.4% upward between July 1981 and July 1982. It showed the salary progression in the BA + 0 lanes and MA + 0 lanes between 1976 and 1983. To the sum thus arrived at it added costs of health and dental insurance. Table XXXII is abstracted from these exhibits of the Board.

Table XXXII

SALARY PROGRESSION IN BA + O, 1976-1983
WITH PERCENTAGE CHANGES

<u>Year</u>	<u>BA + O Lane</u>	<u>Total w/Insurance</u>	<u>% Inc. Previous Year</u>	<u>CPI UX- US City</u>	<u>% Inc.</u>
1976-77	\$ 9,300	\$10,136.00		164.1	
1977-78	10,195	11,031.16	8.83	124.8	6.5
1981-82	14,725	16,215.00	11.03	249	9.6
1982-83	15,820	17,773.00	9.6	265.0	6.4
Total, 1976-1983 Annual Percentages Added			58.87%		49.93%

A similar exercise applied to a comparison of the progression in the MA + O lane and the changes in the CPI from 1976-1983 produced a cumulative total of the yearly percentages of the increase in salary in the steps plus health and dental insurance when added of 57.29%, as against the sum of the yearly increases in the CPI of 49.93% (Bd. Ex. 30).

Association Exhibit I-5, Appendix D, reported that in July of 1982, the CPI-U U.S. was at 292.2, a 6.5% increase, that the CPI-W, Wisconsin, was at 291.8, or a 6.3% increase, that the CPI-U was at 296.5 for Milwaukee, or an increase of 3.8%, and the CPI-U, Minneapolis was at 10.1%.

Association Exhibits I-1 to I-4 were exhibits indicating that the salaries at given benchmarks did not rise in proportion to the rise in the cost of living. Table XXXIII is taken from these exhibits.

Table XXXIII

COMPARISON OF WATERFORD OFFERS AT SELECTED STEPS
WITH CHANGES IN THE CPI-U MILWAUKEE BETWEEN 1978-79 AND 1982-83

<u>Step</u>	<u>1978-79</u>		<u>CPI</u>	<u>If Salary Rose w/CPI</u>	<u>1982-83</u>		<u>Assn. Offer</u>	<u>Diff.</u>
	<u>CPI</u>	<u>Salary</u>			<u>Board Offer</u>	<u>Diff.</u>		
BA Min.	193.8	10,350	296.5	15,835	13,000	-2,835	13,200	-2,635
BA Max.		14,305		21,886	17,405	-4,481	17,820	-4,066
MA Min.		11,350		17,365	14,450	-2,915	14,770	-2,595
MA Max.		17,930		27,432	22,970	-4,462	23,810	-3,622
Sched. Max.		18,530		28,350	24,770	-3,580	25,770	-2,580
BA, 7th		12,870		19,690	15,820	-3,870	16,140	-3,550
MA, 10th		15,305		23,416	18,855	-4,561	19,390	-4,026

The Association's Position. The Association argues that the pattern of settlements should be given precedence over the cost of living and cites opinions of arbitrators to this effect. It argues that the cost of living is best measured by the area settlement patterns.

The Board's Position. The Board argues that its salary offer is more reasonable in that its offer will produce wage and benefit increases exceeding the cost of living. It notes that although the CPI use has been attacked and the CPI has shortcomings, yet it is still widely utilized. It notes that whereas the CPI-U for August of 1982 showed a 5.85% increase

and for February of 1983 it showed a 3.35% increase, the Board package offer is 8.41% and the WTEA offer is 10.15%. The CPI Milwaukee for September of 1982 was 4.9% and for January 1983 it was 2.9%. A double digit offer like that of the Association is not justified by these changes reported.

The Board contends that the Association was inaccurate in its reporting of historical comparisons. The Board points to its exhibits showing BA and MA salary progressions (Table XXXII) as proof of this inaccuracy. The Association is in error in that it utilizes only benchmark positions. The cost of the increment must be included, according to arbitral opinion.

The Board also notes that the costs of the insurance provided must be considered since these reduce the teachers' exposure to cost increases. Thus all benefits must be included in comparing increases in compensation with respect to increases in the CPI.

Discussion. The evidence is that the Board's offer more nearly meets the changes of the CPI-U or CPI-W in the period from July 1981 to July 1982, and from August 1981 to August 1982, the relevant period here. The argument of the Association that teachers' salaries have lagged with respect to the changes in the cost of living is a valid one, but would tend to apply to all teachers' salaries in all districts. Such a type of comparison as to the experience of other teachers has already been made in this award in Section XI.

The Board's argument that its schedules permitted an increase in wages and insurance benefits to teachers in several lanes above that of the changes in the CPI also has only a limited value. Such an exercise (Table XXXII) shows only what a teacher in the steps is receiving and not what those out of the schedule received. The latter obviously received a lesser percentage of increase.

The arbitrator also does not support the Association contention that what others settle for measures the true CPI. The CPI is an independent factor, and settlements may be higher or lower than CPI indexes, but they do not determine what the indexes are, nor what the cost of living is. They reflect only negotiating results. Considering the cost of living as reflected in substantial part by changes in a CPI index which is derived independent of labor settlements, the arbitrator concludes that the Board offer more nearly conforms to the statutory criterion in regard to changes in the cost of living.

XVIII. INTEREST AND WELFARE OF THE PUBLIC. The Board presented a series of exhibits on the interests and welfare of the public. Board Exhibit 64 reported that the taxes paid by a person owning a \$70,000 home in the Waterford UHS area would be as follows in the rank of all districts in Racine and Kenosha Counties:

	<u>1982</u>	<u>1983</u>
Village of Waterford	1	6
Town of Waterford (Washi.-Cald. Sn. Dist.)	26	19
Town of Waterford (Waterford Sch. Sn. Dist.)	33	28
Town of Waterford (Wash.-Cald.)	37	31
Town of Waterford (Waterford Sch.)	42	37

	<u>1982</u>	<u>1983</u>
Town of Norway (Waterford, Sch. San. Dist.)	23	46
Town of Norway (Wash.-Cald.)	41	47
Town of Norway (Waterford Schs.)	45	55
Town of Rochester (Waterford Schs.)	49	58
Town of Dover (Waterford Schs.)	57	63

A tax delinquency rate of 8.3% was reported in 1982 for the Village of Waterford and of 9.1% in the Town of Waterford (Bd. Ex. 65).

Total free lunches in the schools increased 99.3% in the months of September 1982 to March 1983 compared to a similar period in 1981-82. Reduced lunches increased 12.3% in the same period (Bd. Ex. 66).

On March 2, 1983, 324,300 persons were reported unemployed in the State of Wisconsin with a January rate of 19.3% reported in the City of Racine (Bd. Ex. 67). The Wisconsin figures were for January 1983. This rate declined to 308,100 in February 1983 (Bd. Ex. 68).

National unemployment peaked at 10.8% in December 1982 and was down to 10.3% in March 1983 (Bd. Ex. 69 A). Wisconsin unemployment peaked at 13.4% in January 1983 (Bd. Ex. 70 A). At that time Milwaukee County unemployment was at 13.0% (Bd. Ex. 72 A).

Board exhibits reported a depressed farm economy and record farm debt in Wisconsin (Bd. Exs. 73 to 76). The value of farm land in real dollars is declining in Wisconsin (Bd. Ex. 76 E).

Association Exhibit M-2 reported that taxes for 1982 in the Washington-Caldwell, North Cape, Drought, Waterford Elementary and Muskego/Norway school districts declined.

The Board's Position. The Board notes that the general state of the economy is the worst it has been for many years. Arbitrators have recognized the impact of a poor economy on the level of wage settlements in the public sector and have found these controlling. The Board notes that the state and Racine County have been seriously affected, that the state and the Midwest have been affected harder by plant closings and layoffs, and that recovery is slower here. The resources to sustain high wage and benefits increases are no longer available. The Board notes that nine units of Racine County employees received no wage increase for 1983 and the deputies are getting only a COLA increase. It notes that DPW and Village Hall employees received 4.9% and 5.6% increases respectively. The Board also notes the lower level of manufacturing employment raises which were between 3.8% and 3.2% in 1982. It notes a decline in manufacturing in Wisconsin

Arbitrator Yaffe in School District of Greendale (Voluntary Impasse Procedure, 2/81), to the effect that the harmful effects the public will receive from giving teachers their requests will be greater than the consequences the teachers will experience if their request is not given.

Board Exhibit 14 listed the cost per member for 1981-82 of the Waterford UHS and said it came to \$2,878 per member less transportation. Of 11 UHS or K-12 districts this was third highest and the amount was higher than those in four feeder districts. The Association averaged the per pupil costs and said it came to \$2,642 per pupil as compared to the Board cost of \$2,878. The Board notes in this connection the relatively high level of state aids at 39.89% of operating costs whereas the average is only 25.69% of the operating budget. The high state aids reflects a low level of property valuation to support educational programs.

The Association's Position. The Association first says that the Board has used an erroneous figure from the Wisconsin Department of Public Instructions. The DPI did not deduct transportation costs in Waterford UHS. The cost per member of Waterford in 1980-82 was actually \$2,684 and the average cost for UHS districts was \$3,332. The cost on the average for the 14 districts was \$2,660. Thus it is incorrect to say that Waterford has an inordinately high cost per pupil. Further state aid is used to provide equality of educational opportunities, which is a concept which would include equitable treatment of staff in wages, hours, and working conditions.

The Association also argues that current economic conditions have not deterred comparable school districts from reaching agreements such as the Association is proposing. The Association rejects the pattern of settlements made in the nine units of Racine County and those of Waterford Public Employees, because neither party used them as a comparable group.

The Association says that the Board claim that the Village of Waterford had the highest combined tax rate in Racine and Kenosha Counties in 1983 is a misreading of its own exhibit. The Village of Waterford had the highest combined rate in 1982 and dropped to sixth in 1983.

The Association says that the Board did not prove that the amount of delinquent taxes in Waterford and the Town of Waterford are unique. Also in the case of increased free and reduced lunches, the school formerly limited distribution on eligibility and then asked students to pick up guidelines.

The Association argues that other schools in the comparable group are also rural and similar to Waterford, yet they showed higher patterns of settlement.

The Association also says it is only a value judgment of the Board that teachers if they don't get their offer will suffer less than the public if their offer is granted.

Discussion. The strongest argument of the Board in this proceeding is the

In the opinion of the arbitrator the controlling factor here is the fact that other nearby districts, including those within the Waterford feeder system, gave increases at comparative steps (Table XVIII) substantially above those offered by the Board. They too are in the same economic area and same economic conditions. In light of this situation, the arbitrator is of the opinion that the Waterford UHS area will not be disadvantaged by the award of the Association's offer, even when economic conditions are considered. It could be also argued that it is in the interest of the public to have teachers receive equitable treatment as between a UHS and its feeder districts in percentage increases.

The argument of the Association that the cost of the offer will not be as high as the Board contends it will be, because the Board has had its money out at about 8% interest (Assn. Ex. J-1), is an argument not being considered by the arbitrator as weighing in the Association's favor. Delay in getting a settlement presents some disadvantages to both parties. The contention that the present value of the money to be obtained after the award by the Association members has diminished, is also not a factor which is commonly considered in proceedings such as this.

XIX. CHANGES IN THE PENDENCY OF THE PROCEEDINGS. The U.S. City CPI-W for May 1983 was 344.6, an increase of 3.4% above the previous year. In Milwaukee, the local CPI-W was 315.4, representing a 6.6% increase over the previous year. However, such changes in the cost of living currently can be applied at any subsequent negotiation, and the prevailing condition is that which obtained in July and August, 1982. No other changes during the pendency have come to the knowledge of the arbitrator.

XX. SUMMARY. The following is a summary of the arbitrator's findings and opinions:

1. With respect to a contention of the Board that the offer of the Association is not properly before him, the arbitrator holds that the Association offer is properly before him and is not illegal. The Association intended its offer to be implemented without accepting increment increases until the 5th pay period, and the testimony is not countered that the Board was informed of it in prior negotiation, although the matter appears not to have been extensively discussed.

2. The parties have stipulated to all matters other than those herein.

3. There is no question here of the ability of the government to meet either offer, though the Board argues that because of various conditions, especially economic ones, it ought not to have to meet the Association offer.

4. After testimony and evidence on the cost of the offers, the arbitrator believes that the Board is offering a 6.55% increase in wages and a 7.35% increase in package, and the Association is asking a 7.44% increase in wages and an 8.33% increase in package costs.

5. As to comparable schools, the arbitrator believes that the group of Union School Districts in the region is the primary group of comparison. A secondary group is that of regional K-12 districts. A tertiary group consists of feeder districts.

6. With respect to wages, the arbitrator believes that because of the erosion and low percentage increase of the Board's offer at various steps, even though offset by the introduction by the Board of the principle of longevity, the Association offer on wages more nearly meets the statutory criterion on comparability.

7. The Board offer on extracurricular salary is the more reasonable.

8. On the proposal of the parties for health insurance, the arbitrator is of the opinion that the position of the Association is one which more clearly meets the two statutory criteria which are most applicable here. They are the criteria of comparability and public interest. No other comparable district has a plan similar to the Board's, and since the year in which the Board offer would apply is nearly over, it would serve the public interest best for the parties to negotiate changes in health benefits in the next round.

9. As far as dental insurance is concerned, the Board's offer is the more reasonable one. The Association did not clearly establish comparability in its request for an increase.

10. On the basis of limited data furnished by the parties, the arbitrator has concluded that the Association offer is more comparable to the overall costs of settlements in CESA 18 area.

11. The evidence is that the Board's offer more nearly meets the changes in the CPI-U and CPI-W from July and August 1981 to July and August 1982.

12. Because of the fact that nearby districts, including those in the Waterford UHS feeder system gave percentage increases at comparative steps substantially above those found in the Board offer, and because they are in the same economic area and under the same conditions, the arbitrator is of the opinion that the Waterford UHS area will not be disadvantaged by the Association's offer if accepted. It can be argued that it is in the interest of the public to have teachers receive equitable treatment in percentage increases between a UHS district and its feeder districts.

13. As to the above conclusions and opinions, the arbitrator is of the opinion that the matters of wage comparability and overall compensation percentage changes are the weightiest and in the Association's favor. The 1982-83 agreement between the parties therefore should include the Association offer.

XXI. AWARD. The 1982-83 agreement between the Waterford Union High School and Waterford Teachers' Education Association should include the proposal of the Waterford Teachers' Education Association.

Frank P. Zeidler

FRANK P. ZEIDLER
MEDIATOR/ARBITRATOR

DATE July 25, 1983