

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

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In the Matter of Final and Binding Arbitration

between

SCHOOL DISTRICT OF COLBY

and

COLBY EDUCATION ASSOCIATION  
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MED/ARB 1822

Gordon Haferbecker,  
Arbitrator

June 22, 1983

Decision No. 20309-A

APPEARANCES:

Mr. Roger E. Walsh of Linder, Honzik, Marsack, Hayman & Walsh, S.C., for the Employer.

Ms. Mary Virginia Quarles, Executive Director, Central Wisconsin Uniserv Council-West, for the Union.

BACKGROUND

This arbitration case concerns an impasse in the negotiations for a 1982-1983 agreement between the Colby Education Association (hereafter Association or Union) and the School District of Colby (hereafter District or Board or Employer). On May 27 and June 14, 1982, the parties exchanged their initial proposals for a new agreement to begin on July 1, 1982. They met on two additional occasions to try to reach an accord. On July 12, 1982, the Association filed a petition for mediation-arbitration. On September 22, 1982, Christopher Honeyman, a member of the Wisconsin Employment Relations Commission's staff, conducted an investigation which reflected continued deadlock in negotiations. By January 31, 1983, the parties submitted their final offers to the Investigator.

The Wisconsin Employment Relations Commission certified an impasse and initiated mediation-arbitration on February 8, 1983. The parties selected Gordon Haferbecker of Stevens Point as the mediator-arbitrator and he was appointed by the Commission on February 21, 1983.

The parties and the mediator-arbitrator met at Colby High School on April 13, 1983. Mediation was not successful so an arbitration hearing was scheduled for May 6, 1983. At that time the parties presented witnesses and exhibits. It was agreed that briefs would be exchanged through the Arbitrator by June 10, 1983. The last brief was received by the Arbitrator on June 11, 1983.

The parties stipulated that they had reached agreement on certain contract changes involving grievance procedure, evaluation of teaching experience, definition of the teaching year, some insurance provisions, the calendar, and the duration of the 1982-83 agreement.

Employer Exhibits will be designated as E-1, 2, etc., and Union Exhibits as U1 -5, etc. The Union had two books of exhibits.

FINAL OFFERS

School District of Colby. The provisions of the 1981-82 Agreement between the parties are to be continued for a one year term (1982-83) except as modified by the Agreed Items dated January 13, 1983, and by the following items:

1. Article V - Miscellaneous Provisions

Add the following section:

"F. Employees in the bargaining unit who are not employed on a full-time basis will receive all benefits provided for in this Agreement on a pro-rata basis, based on the same relationship that their contract salary bears to a full salary. These benefits include but are not limited to sick leave, emergency leave, personal leave and health, dental and long term disability insurance premium payments."

2. Article VI - Salary Schedule

Revise as attached.

3. Article VI - Supplementary Guides for Base Schedule

In Section 6, revise the girls basketball provisions as follows:

"Girls Varsity Head	95%
Girls Varsity Asst.	70%
Girls 9th Grade	62%
Girls Junior High	43%
Girls Junior High Asst.	27%"

4. Article VI - Section 12 - Insurance

Insert \$138.25/month for hospitalization insurance, and \$20.00/month (i.e., the 1981-82 amount) for dental insurance.

Salary Schedule

<u>B.A.</u> <u>4% increment (\$512)</u>	<u>STEP</u>	<u>M.A.</u> <u>4% increment (\$543)</u>
\$12,800	0	\$13,575
13,312	1	14,118
13,824	2	14,661
14,336	3	15,204
14,848	4	15,747
15,360	5	16,290
15,872	6	16,833
16,384	7	17,376
16,896	8	17,919
17,408	9	18,462
17,920	10	19,005
18,432	11	19,548
18,944	12	20,091
19,456	13	20,634
19,968	14	21,177
20,480	15	21,720

Colby Education Association. (1.) The provisions of the Agreement between the Association and the District shall remain unchanged for the 1982-83 Agreement except as modified by the stipulations and the amendment proposed by the Association for inclusion in the successor Agreement.

(2.) ARTICLE VI - SALARY SCHEDULE

<u>B.A.</u> <u>4% increment - \$516</u>	<u>STEP</u>	<u>M.A.</u> <u>4% increment - \$556</u>
\$12,900	0	\$13,900
13,416	1	14,456
13,932	2	15,012
14,448	3	15,568
14,964	4	16,124
15,480	5	16,680
15,996	6	17,236
16,512	7	17,792
17,028	8	18,348
17,544	9	18,904
18,060	10	19,460
18,576	11	20,016
19,092	12	20,572
19,608	13	21,128
20,124	14	21,684
20,640	15	22,240

## (3.) SUPPLEMENTARY GUIDES FOR BASE SCHEDULE

1. Change "\$300" to "\$325".
3. Add: Upon retirement, a teacher shall be paid \$10 for each unused day of sick leave.

6. Extra Pay Provisions:

Change "\$1,250" to "\$1,350".

Change Basketball for the following titles:

Varsity Head Coach - girls - 95%  
 Varsity Assistant - girls - 70%  
 Ninth Grade - girls - 62%  
 Junior High - girls - 43%  
 Junior High Assistant - girls - 27%

Add:

Hi Quiz - \$25 plus \$25 per event

12. INSURANCE:

Change "\$128.00" to "\$155" and "\$20" to "\$25".

14. Insert NEW 14 with current #14 and all following being renumbered.

LIFE INSURANCE: The School District shall provide and make payment for Life Insurance for all teachers. The policy shall provide coverage to the next \$1,000 in salary. The District shall pay 50% of the cost of the policy for 1982-83 with the teacher paying the difference through payroll deduction; thereafter the District shall make full payment.

(4.) ARTICLE V - Add the following:

- F. Employees in the bargaining unit who are not employed on a full-time basis will receive all benefits provided for in this agreement on a pro-rata basis, based on the same relationship that their contract salary bears to a full salary. These benefits include but are not limited to sick leave, emergency leave, personal leave, and health, dental, and long term disability insurance premium payments. Any employee reduced in employment by partial layoff shall continue to receive benefits at the same level as she/he received prior to partial layoff.

(5.) ARTICLE XI - DURATION OF AGREEMENT

Change "1981" to "1982" and change "1982" to "1983".

Unresolved issues. This arbitration finds a large number of issues have not been resolved. The unresolved major economic issues are the salary schedule, extra curricular pay, the District's contribution to health and dental insurance, and department head pay. The Association is asking for three major new fringe benefits; life insurance, sick leave payout upon retirement, and benefits for employees reduced by partial layoff. There is also a minor addition proposed by the Union to the extra-curricular schedule, payment to the teacher who directs student participation in the High Quiz Bowl.

Costs of the Offers. The District states that its salary proposal increases the steps in the schedule by an average of 6.7% at the Bachelor level and 6.3% at the Master's level. Including longevity, the District's total salary increase amounts to \$114,933 or \$1,510 per teacher or 8.77%. The total package increase amounts to \$146,212 or 8.44%.

The District estimates the Association salary proposal at 7.5% at the Bachelor steps and 8.8% at the Master's level. The total increase, including longevity is \$134,584, an increase of 10.27%.

The District estimates the total package increase proposed by the Association at \$188,564 or 10.89%. This includes the cost of Life Insurance as proposed by the Association even though there will be no actual cost in the 1982-83 school year because of the late settlement (above from Employer Brief, p. 3-4).

The Association contends that the District's cost estimates should be given little if any weight by the Arbitrator because of the inclusion of life insurance cost for 1982-83 and because the District has not provided comparable costing information for other districts. The best gauge of costs is the increase in wage rates and the maintenance of comparable benefits. The Association feels that its final offer meets the standard of comparability.

The Arbitrator finds that the District's cost comparisons should be given some consideration even though it lacks inter-district comparisons. While life insurance premium costs will not be significant for 1982-83 because of the late settlement, it does represent a new cost obligation to the District for the future.

The Arbitrator will review the issues looking first at the Union's proposed new fringe benefits (life insurance, sick leave payout, benefits for partial layoffs), next at secondary economic issues (extra-curricular pay, department head pay, health insurance and dental insurance contributions) and finally, the salary schedule. The Arbitrator will review the positions of the parties on each issue and then add his analysis.

#### LIFE INSURANCE

The Association proposes to add a life insurance program providing coverage to the next \$1,000 in salary with the District paying 50% of the policy cost for the 1982-83 school year and 100% of the cost of the policy thereafter. The District proposes the status quo--not adding the new benefit.

Union Position. Union Exhibit 1-40 shows that the majority of the districts in the Cloverbelt Conference provide life insurance. The cost is small with no impact for 1982-83. Even if it had been fully paid for by the District for all of 1982-83 (not the Union proposal) it would have only been 00.03% of the District's cost for the bargaining unit. In return for the peace of mind provided by such a benefit, the cost is extremely low.

Employer Position. The Employer points out that under the MED/ARB process, arbitrators have been extremely reluctant to introduce new benefits into the contract by means of an arbitration award. They include them only when the evidence clearly indicates an overwhelming pattern.

Union Exhibit 40 shows that 8 of the 14 comparable districts provide life insurance. This is barely a simple majority and not an overwhelming pattern. Only two of the eight districts that provide life insurance pay the full premium. For the others, the Districts in most cases pay 20 or 41% of the premium (E-30).

The Union is proposing that the Colby District pay 100% of the premium cost in 1983-84 even though only 14% of the District's comparables do so.

There could also be legal problems in the fact that the Union's proposal would require the District to pay the full premium for Life Insurance after the expiration of the contract.

Arbitrator's Comments and Conclusion. Life insurance is a reasonable, low-cost fringe benefit found in many private and public collective bargaining contracts. It is a desirable part of a fringe benefit program. I do not see a major legal problem for 1982-83. The Union recognizes that it probably could not be implemented for 1982-83 but wants it established as a new benefit for 1983-84.

However, I find the Employer's general position on this issue more reasonable. The Union has not shown an overwhelming pattern for a new fringe benefit and there is no majority support among the comparables for 100% payment. The Arbitrator questions the Union's inclusion of this and two other major new fringe benefits as part of the Union's 1982-83 proposal.

#### PAYOUT FOR UNUSED SICK LEAVE

This is a proposed new benefit that would pay teachers \$10 for each unused day of sick leave upon retirement. The District proposes to retain the status quo.

Union Position. As Employer Exhibit 24 shows, 50% of the Cloverbelt Conference districts provide payout for unused sick leave. Some, such as Stanley-Boyd and Neillville, allow this payout upon leaving the district (whether or not retirement is contemplated). The Union proposal conforms to most in limiting the payout to those who are retiring.

The Employer points out that Colby teachers have unlimited sick leave but this is offset by the fact that only eight days per year are provided while ten days is the conference norm (E-25).

The maximum cost to Colby would be \$3,840 for a teacher who worked for the District for 48 years and never used any sick leave (Union Brief, p. 35).

Employer Position. Seven of the fourteen districts provide for some type of payout of unused sick leave upon retirement (U1 -37). However, Gilman's provision is not a payout at retirement but is an annual payout to a maximum of \$100 to teachers who were at the maximum accumulation during the year and who did not utilize their full allotment for that year (E-24, 25). Thus, only 6 of the 14 comparables provide the type of benefit proposed by the Union.

Further of those 6, only two impose no restrictions on the number of days paid out or other requirements. Colby is the only District among the comparables that grants unlimited sick leave accumulation. The Union proposal here would be a more liberal sick leave payout benefit than that of any comparable district except Mosinee (Employer Brief, pp. 6-7).

Arbitrator Comment and Conclusion. The Arbitrator finds the Employer position on this issue to be more reasonable. Again with this proposed new fringe benefit, what is proposed is more liberal than what prevails among most of the comparables.

#### BENEFITS FOR EMPLOYEES REDUCED BY PARTIAL LAYOFF

The Union is proposing the retention of whatever level of benefits that existed prior to the reduction by partial layoff. The Employer proposes the status quo, to treat the employees the same as all part-time employees, to pro-rate the benefits based on the same relationship that their contract salary bears to a full salary.

Union Position. The parties have agreed on fringe benefit payments for part-time employees, except as such payments applied to those who are on partial layoff. The Union is proposing that there be no reduction in fringe benefits for those on partial layoff.

The Union points out that a teacher who is partially reduced often has no claim to unemployment compensation. A partial layoff could result in a severe economic hardship. For example, a teacher on 40% layoff (employed at 60%) would have to pay \$1,089 out of a drastically reduced salary just to pay for family health and dental costs. Under the Association proposal, he or she would pay \$335 for the health and dental plan, like other fully employed teachers. The income of a teacher reduced 40% under the District plan is reduced in reality 47%. Under the Union plan the reduction would be only 41% (Union Brief, pp. 33-34).

Employer Position. There appears to be a hidden element in the Union proposal. At the hearing and as indicated in Union Exhibit 41, the Union claimed that its proposal would also add a substantive requirement that the layoff provisions of the contract would apply to reductions in hours as well as to full layoffs. If this was the real objective of the Union, the proposal should have been to amend Article VII which deals with layoffs rather than to include this proposal under Article V, Miscellaneous Provisions. The implications could then have been discussed at the bargaining table.

The Union has not presented evidence dealing with its proposal to continue the level of benefits that existed prior to the partial layoff. Only two districts allow a teacher who is partially laid off to retain the level of benefits the teacher had before the reduction (E-27).

The Employer also points out some potential problems in applying the Union proposal. How long does the retention of benefits continue after partial layoff? If the teacher later elects not to take a full-time position offered to the teacher, can he or she still retain full benefits?

Arbitrator's Comments and Conclusion. The Union seems to be seeking two changes under its proposal, to extend layoff protection to partial layoffs and to continue full fringe benefits to those who are reduced in hours. The Arbitrator feels that a case could be made for applying layoff language to partial layoffs but I do not feel that the Union has adequately supported such a proposal. Neither has it adequately supported its proposal to continue fringe benefits for partial layoffs. The Employer has raised some important questions about the need to consider some qualifications or limitations on the continuance of fringe benefits.

I feel that both of the issues raised here by the Union are legitimate concerns of the teachers but they are issues that should be addressed directly in collective bargaining between the parties. The Union has not established that it would be reasonable to impose them at this time as part of an arbitration award.

#### EXTRA-CURRICULAR PAY

Both parties proposed the same percentage revisions for Girls' Basketball so that matter is not in dispute. The Union proposes to increase the dollar amount that represents the basis for computing the various extra-curricular payments from \$1,250 to \$1,350 and to add a payment for Hi Quiz of \$25 plus \$25 per event. The District would keep the status quo.

Union Position. The Employer is proposing that the dollar base for extra duty pay be frozen for the third year. It did not change from 1980-81 to 1981-82. This is not fair to the District, its students, its program, and the instructors.

The head football coach earned \$1,250 in 1980-81 and the Employer wants to keep that figure for 1982-83. The average salary for football coaches has increased 18% in other school districts over the past two years (U 1-34). The Union proposal would give the Colby coach only 8% since 1980-81. The average increase in the conference for 1982-83 is 7.2%, much closer to the Union's 8% than the Employer's 0.0%.

The assistant volleyball coach has increased in pay over the past two years by 30%. The Union proposal for 1982-83 is 8%, the conference average is 8.9%, the Employer proposes 0.0% (U1 -35).

A cheerleading adviser's position shows similar changes. The average two-year increase was 17%, the Union proposes 8%, the conference average increase is 6.6%, and the Employer proposes 0.0% (U1 -36).

The Union agreed to a freeze during 1981-82 in order to get a voluntary settlement. It cannot do so again to the hard-working members of its bargaining unit.

The Union also proposes the addition to the extra pay provisions of the Hi Quiz adviser. It is not equitable to assign such responsibility without affording compensation.

Employer Position. The Union's proposal for extra curricular pay would increase the already-high level of extra curricular pay currently granted teachers in Colby (E-22). In its brief, the Board compares the pay in the conference for 15 extra-curricular positions for 1982-83--based on Employer Exhibit 22. These show Colby ranking at or near the top among the comparables for 12 of the positions. In several cases where Colby ranks third, it would be outranked by other schools only after several years of experience in the activity.

The Board argues that the Colby schedule is on the whole a most generous one. While the comparables might indicate a need to adjust one or two positions, there is no justification for a wholesale across-the-board increase.

The Union has not shown that the comparables justify adding the Hi Quiz Bowl to the paid activity list. The Employer surveyed the comparables and found only one provided a payment even though all districts can and do participate in the event (E-23).

Arbitrator's Comments and Conclusion. Each side has presented only part of the picture. The Board has not commented that it is proposing a freeze in pay for the second year in a row. None of the other districts except Cornell seem to have had even a one-year freeze (Ul-34, 35, 36). The Union has not commented that Colby rates are near the top in most of the conference extra-curricular pay comparisons. The Employer Exhibits cover more positions and are more comprehensive.

The Board concedes that some adjustments may be needed.

Probably a reasonable solution for 1982-83 would have been a lower across-the-board increase than that proposed by the Association and some additional adjustment for positions where Colby seems low. However, that option is not available to the Arbitrator.

It is difficult to determine the more reasonable position on the Hi Quiz Bowl. The comparables do not support the Union position. I do not know what other assigned activities may be unpaid and how their hours compare with the Hi Quiz Bowl.

With the choices before me, the Arbitrator finds the Union position on the general extra-curricular pay issue to be slightly more reasonable and the Employer position more reasonable on the Hi Quiz Bowl.

#### DEPARTMENT HEAD PAY

The Union proposes to increase the payment from \$300 to \$325. The District would keep the status quo. The Union has not presented any exhibits in support of its proposal. The Employer found that Book 2 of the Association Exhibits showed only two other districts providing Department Head pay for 1982-83. They were Thorp at \$165 ( see page 75) and Owen-Withee at \$261 (page 74B).

The Arbitrator finds the Employer position more reasonable. The Union has not established the need for a change.

#### HEALTH INSURANCE

The Employer proposes it increase its contribution toward the health insurance premium from \$128 per month to \$138.25 per month. The Union proposes an increase from \$128 per month to \$155 per month.

Union Position. The Union's proposal represents 86% of the Greater Marshfield family plan and 100% of the single plan. This is in keeping with conference comparables Ul-38). Only two of the settled schools fail to provide 100% of single insurance premiums and the average support for family rates is 92% in the settled schools.

The Employer's proposal for Colby is 77% of the family premium. This is a rank of 13th out of 14 schools (Ul-38).

Employer Position. Teachers in 8 of the 14 Districts are required to pay some portion of the family premium for health insurance. Gilman, Owen-Withee (and possibly Neillsville) also require teachers to pay some portion of the single premium (E-28). The amount paid varies from \$5 to \$30.50 per month but most exceed Colby's \$19.37 difference (Employer Brief, p. 14).

The Union lists the premium rates only for the Greater Marshfield Plan for Colby. The difference there would be \$42.25 per month, but this would be lower than the \$73.28 per month difference between Mosinee's payment of \$107.22 and the Greater Marshfield Plan cost. Furthermore, the average monthly District payment for family health insurance of the 13 districts other than Colby is \$126.84 per month, \$11.41 lower than the amount the District is offering to pay. Only Loyal and Owen-Withee at \$150 per month and Stanley-Boyd at \$139.74 and Altoona at \$139.84 per month exceed the Colby Employer offer.

The Union proposal of \$155 would require Colby to make the highest monthly payment toward health insurance of any comparable District.

Arbitrator. Each side has a strong argument. The Union emphasizes that the Employer is paying only 77% of the family health insurance premium, ranking Colby 13 of the 14 Districts in percentage paid. The Board emphasizes that its proposed dollar contribution is 5th highest among the 14 Districts and is almost identical with the 3rd and 4th highest Districts (\$138.25 versus \$139.74 and \$139.84). The Board notes that the Union's proposal would require a higher Board contribution than any other District.

In view of the last statement and because the Union proposed increase is about 17% compared to the Board's 8%, I find the Employer proposal more reasonable.

#### DENTAL INSURANCE

The Association proposes to increase the District's contribution toward the dental insurance premium from \$20 per month to \$25 per month. The Employer proposes no increase.

Union Position. The Union proposal would provide 100% coverage for single and 91% coverage for family. The average among the schools settled for insurance is 87% coverage for family rates. The Board's offer provides only 73% of the family rate. The only District doing less is Fall Creek that pays only the single rate (Ul-29).

Employer Position. The Employer concedes that on the issue of dental insurance the comparables support the Association's proposal.

Arbitrator's Conclusion. On the issue of dental insurance the Union's position is clearly more reasonable.

## SALARY SCHEDULE

As indicated earlier, the District proposes to increase the BA base from \$12,000 to \$12,800 and the MA base from \$12,775 to \$13,575. The Association proposes to increase the BA base from \$12,000 to \$12,900 and the MA base from \$12,775 to \$13,900.

The District's proposal would increase the steps at the BA schedule by 6.7% and by 6.3% at the MA level. The Union's proposal would increase them by 7.5% at the Bachelor steps and 8.8% at the Master's level.

This is the major economic issue and both parties presented numerous exhibits on the issue.

Employer Position. The Employer contends that its wage offer is in line with prevailing economic conditions. Inflation declined from 10.4% in 1981 to 6.1% in 1982 and to 4.7% in the first nine months of the 1982-83 school year. However, unemployment rose in Wisconsin to above the national average. The Board's average increase of 9% per teacher is generous in view of the above.

The District's offer maintains the relatively high salary level of Colby teachers. They are above the conference average and near the top at some educational levels, particularly in the upper half of the BA and MA schedules.

The Colby salary schedule compares even more favorably when longevity is added (Employer Brief, p. 23).

The District's offer is consistent with a recent settlement in Abbotsford, a district two miles away with whom Colby shares several classes. The Abbotsford settlement amounted to a package cost of 8.68%. This is just a fraction higher (.24%) than that offered by the Colby District.

The Union proposes a larger increase, almost 20% more, to the teachers in the MA lane. There is no justification for this additional increase to the MA teachers. Their pay scale is still among the top five in the athletic conference. If the MA teachers feel that they should receive a bit more, then possibly in future voluntary collective bargaining, the parties might be able to accommodate them if the teachers paid in the BA lane will consent to some reduction in their increase to allow for a better balance.

Union Position. The Union contends that Abbotsford is not a proper comparable. The basis to establish true comparability has not been established. Past arbitrator decisions and the practice of the parties have established the Cloverbelt Athletic Conference as the most reasonable comparables.

The Union's wage proposals reflect improvements comparable to conference settled schools. The Union compares salaries at 9 benchmark positions (Union Brief, pp. 5-13 and U1-10 through 17). These show the Board's 1982-83 offer consistently below the average of the conference settled schools (the Board's 6.1 to 6.7% versus the conference 7.6 to 9%). The Union proposal is close to the Conference average but higher at some levels like the MA maximum because of the need to catch up.

Concerning longevity, there has been no change since 1981-82. The Schedule maximum with longevity would increase only 8.0% and the top longevity payment of \$1,500 would not restore teachers to the same status they had in 1979-80 without longevity.

The Union offer provides catch-up for the teachers with master's degrees while the Employer offer continues to penalize that group. In 1968-69, the MA base was 110% of the BA base. In 1980-81, it was 106.9%. For 1982-83, the District proposes 106.1%. The Board's offer increases the BA base by 6.7% and the MA base by only 6.3%. The Union seeking to catch up to its earlier position proposes 7.5% on the BA base and 8.8% on the MA base (U1-24). The Conference settlements show that only one district had a lower percentage increase at the MA base than at the BA base (U1-22).

The Board's own exhibits support the Union's final offer (Union Brief, p. 18). For example, in Employer Exhibit 13, the Union's final offer is closer to the average percentage increase even when averaging the Board offer column (The average increase is 7.2%, the Union proposal is 7.5%, the Colby Board proposal is 6.5%).

The dollar and percentage spreads between the BA and MA minimums and maximums support the Union's final offer. For the Conference the average paid the MA beginning teacher is \$1,152 above BA base. The lowest paid is \$915. The Colby Board offers only \$775, only 67% of the Conference average and \$140 below the Conference low. At the maximum MA salary, it is worth \$2,742 more in the average Cloverbelt District to have the degree but in Colby there is only a \$1,240 incentive for the higher degree.

Arbitrator's Conclusions on Salary Issue. The positions of the parties have been ably presented with extensive exhibits and briefs. Neither position is clearly unreasonable. The Arbitrator does find the Union position on the salary schedule to be more reasonable than that of the Employer.

Neither offer is out of line with the inflation that prevailed in the 1981-82 school year, preceding this contract. The Union offer as shown by its exhibits is clearly closer to the settlements that other conference schools have made for 1982-83. While 1982 was a recession period with high unemployment the Employer has not shown that the Colby District could not reasonably make teacher salary increases similar to other districts. While the Abbotsford settlement was similar to what the Board is proposing here, this one settlement cannot be given much weight in comparison to the Conference comparisons which both parties have used.



Through comparisons with other districts the Union has shown how the Colby BA-MA differential has eroded over the years and how it has fallen substantially below that of most of the Conference Districts.

Even though only a minority of the teachers are at the MA level, it is important to provide a reasonable differential as an incentive to secure more education. The Union proposal moves in the right direction to accomplish that purpose; the Employer's proposal would cause further loss in the differential.

Both the Employer and Union Exhibits show Colby losing rank among the comparables for some benchmark positions under the Employer wage offer. While there are partial justifications for some of the declines--as the Employer has noted--I do not feel that the Employer has adequately justified its salary offer. It still ends up below the average of Conference settlements and it is particularly lacking at the MA level in comparison to other Districts.

Based on the exhibits and briefs of the parties, I find the Union salary schedule proposal more reasonable than that of the Employer.

#### ARBITRATOR'S CONCLUSION

While the salary schedule is the most important single issue in this case, there are three other important economic issues; extra-curricular pay and the District health and dental insurance contributions. The Union is also proposing three new major fringe benefits. There are also two minor issues--department head pay and adding the Hi Quiz Bowl to the list of paid extra-curricular activities.

I have found the Union position to be more reasonable on the salary schedule, extra-curricular pay, and dental insurance. I have found the Employer position more reasonable on the three new fringe benefits, on the health insurance contribution, and on the two minor issues.

The Arbitrator must choose the total final offer of either the Employer or the Union. I find that on balance, the weight of the issues favors the Employer position.

While I find the Union position on the salary schedule more reasonable than that of the Employer, I do not find this to be sufficient reason to establish three new benefit programs--life insurance paid 100% by the Employer, sick-leave payout upon retirement, and continued full fringe benefits for teachers on partial layoff. None of these in the form proposed by the Union is found in a majority of the comparables, but the Arbitrator is being asked to impose all three as part of his decision. It also seems that the Union in its fringe benefit for layoff proposal may be seeking to extend the contract's layoff protection to partial layoffs. If that is the intent, the matter needs to be more directly addressed.

The above are proper bargaining demands for the Union but I do not think it reasonable to impose all three as part of an arbitration award, particularly since they are not, in the form proposed by the Union, found in the preponderance of the comparable districts.

I find the Employer position more reasonable overall. I hope that this analysis may help the parties as they address their 1983-84 contract.

#### AWARD

The Final Offer of the Employer along with the previously agreed stipulations shall be incorporated into the 1982-83 contract between the School District of Colby and the Colby Education Association.

June 22, 1983

Gordon Haferbocker  
Gordon Haferbocker, Arbitrator