

RECEIVED

IN THE MATTER OF MEDIATION/ARBITRATION PROCEEDINGS

MAR 16 1984

BETWEEN

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

WATERFORD ELEMENTARY EDUCATION
FEDERATION, LOCAL 3507, WFT,
AFT, AFL-CIO,

Case V No. 31621

MED/ARB 2270

and

Decision No. 21065-A

JOINT SCHOOL DISTRICT NO. 1
VILLAGES OF WATERFORD AND
ROCHESTER, ET AL.

I. BACKGROUND

This is a matter of final and binding interest arbitration pursuant to Section 111.70(4)(cm)6 of the Wisconsin Municipal Employment Relations Act. The Waterford Elementary Education Federation, Local 3507, WFT, AFT, AFL-CIO (Union) is the exclusive bargaining representative for the employees in a bargaining unit consisting of contracted classroom teachers, but excluding administrators and principals, non-instructional personnel, office, clerical and maintenance and operating employees, personnel having evaluation responsibility over other staff members, full-time guidance personnel and full-time reading clinic director in Joint School District No. 1, Villages of Waterford and Rochester, et al. (Board or Employer).

The Union and the Employer were parties to a collective bargaining agreement which expired at the end of the 1982-83 school year. On May 24, 1983, the Union filed a petition requesting that the Wisconsin Employment Relations Commission (WERC) initiate mediation-arbitration. An investigation was conducted by the WERC staff which disclosed that the parties were deadlocked in their negotiations. On September 30, 1983, the parties submitted to the WERC their final offers as well as a stipulation on matters agreed upon.

On October 11, 1983, the WERC certified that the conditions precedent to the initiation of mediation-arbitration had been met. The parties thereafter selected Jay E. Grenig as the Mediator/Arbitrator in this matter. The Mediator/Arbitrator was notified of his selection on October 21, 1983.

Mediation proceedings were conducted on January 5, 1984. The parties were unable to reach a voluntary settlement and the dispute was submitted to the Mediator/Arbitrator, serving in the capacity of arbitrator on the same date. The Union was represented by Margaret Liebig, Staff Representative, Wisconsin Federation of Representative. The Board was represented by Steve Hintzman, Staff Representative, Wisconsin Association of School Boards.

II. FINAL OFFERS

The Union's final offer is attached to this decision as Exhibit A. The Board's final offer is attached as Exhibit B. The issue of sick leave contained in both final offers was resolved during mediation.

III. STATUTORY CRITERIA

In determining which offer to accept, the Arbitrator must give weight to the following statutory (Wis.Stats. § 111.70(4)(cm)7) criteria:

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

IV. DISCUSSION

A. INTRODUCTION

The parties submitted six issues for determination: salary schedule, extra-curricular pay schedule, overload pay, health insurance premiums, dental insurance premiums, and the contract reopener clause.

The threshold issue in this proceeding is the selection of the comparable school districts to be used in comparing wages, hours and conditions of employment. The Union asserts that 12 school districts should be used as comparables. All are in the same geographical area. Two are K-8 districts, four are union high school districts, and six are K-12 districts. The 12 districts and pertinent enrollment and employment information for 1982-83 are as follows:

DISTRICT	ENROLLMENT	FTE TEACHERS
Burlington	3,083	177.3
Delavan/Darien	2,154	138.7
East Troy	1,573	87.2
Elkhorn	1,619	99.0
Lake Geneva Jnt 1	938	59.3
Lake Geneva UHS	819	59.4
Walworth Jnt 1	280	21.5
Walworth UHS	539	39.3
Waterford UHS	744	42.9
Whitewater	1,804	119.7
Williams Bay	379	32.7
Wilmot	757	42.0

The Board asserts that the comparable school districts are the seven other K-8 school districts in Racine County and the Waterford Union High School District. The eight districts used by the Board and the enrollment and employment information for 1982-83 are as follows:

DISTRICT	ENROLLMENT	FTE TEACHERS
Jt. No. 7 Norway	118	7.8
Jt. No. 1 Raymond	152	7.55
Jt. No. 1 Waterford (T)*	156	7.7
No. 1 Dover	58	5.8
No. 14 Raymond	346	20.9
Jt. No. 1 Union Grove	559	32.5
Jt. No. 2 Yorkville	347	23.0
Waterford UHSD	744	42.9

*This is a different district than the Employer which is sometimes referred to as Jt. No. 1 Waterford (V).

In 1982-83 the Employer had 853 students enrolled and it had 42 FTE teachers.

The following charts summarize the equalized valuation per student and levy rates of the districts urged as comparables:

DISTRICT	VALUATION	LEVY RATES
Burlington	\$162,034	8.66
Delavan/Darien	185,646	11.23
East Troy	192,382	8.68
Elkhorn	236,413	9.71
Lake Geneva Jnt 1	448,640	6.29
Lake Geneva UHS	786,206	4.39
Walworth Jnt 1	375,406	8.42
Walworth UHS	844,196	3.64
Waterford UHS	397,853	3.33
Whitewater	199,624	11.51
Williams Bay	430,620	8.62
Wilmot	527,514	3.36
Jt. No. 7 Norway	220,968	7.50
Jt. No. 1 Raymond	277,940	5.46
Jt. No. 1 Waterford (T)	185,390	5.30
No. 1 Dover	262,503	6.04
No. 14 Raymond	254,654	5.76
Jt. No. 1 Union Grove	164,482	5.60
Jt. No. 2 Yorkville	205,530	6.13
Waterford UHS	365,289	3.33

In 1982-83 the Employer had an equalized valuation of \$230,567 and a levy rate of 4.80.

The purpose of comparing wages, hours and conditions of employment in comparable employers is to obtain guidance in determining the pattern of voluntary settlements among the comparables and the wage rates paid by these comparables for similar work. If there is no basis for departing from the comparables, an arbitrator, in giving effect to the prevailing wage practice in the comparables, relies upon precedent, adopting for the parties that which has been adopted by other parties through collective bargaining under similar circumstances. See Elkouri & Elkouri, How Arbitration Works 749 (3d ed. 1973). It has been suggested that an award based upon application of this standard is not likely to be too far from the expectations of the parties. Id.

In determining which districts are comparables an arbitrator should take into account size, geographical location, number of employees, enrollment and equalized valuation. See e.g., Jt. Sch. Dist. No. 1, Village of Union Grove, Dec. No. 17198-A (Hutchison, 1980). There is no need to limit comparables to Racine County districts. Districts geographically proximate to the Employer will generally be subject to the same economic circumstances as the Employer, whether or not they are located in Racine County.

Arbitrators have generally compared elementary (K-8) districts with other K-8 districts. See Fox Point Jt. Sch. Dist. No. 8, Dec. No. 16352-A (Kerkman, 1978). In addition, arbitrators have been persuaded that the most relevant districts for comparison are the other K-8 districts which feed a particular high school district. See e.g., Jt. Sch. Dist. No. 1, Towns of Waterford & Norway (Washington-Caldwell), Dec. No. 16983-A (Hutchison, 1980).

Because the Employer "feeds" the Waterford Union High School District and is in close proximity to the Employer, it may be appropriate to include Waterford Union High School District in the comparables. See Waterford Union High Sch. Dist., Dec. No. 20190-A (Zeidler, 1983). However, since the data on Waterford UHS is incomplete, it is unnecessary to determine whether it is a comparable here.

Utilizing these principles, it is concluded that Dover is not an appropriate comparable. Dover does not feed Waterford Union High School District and it has only 58 students and 5.8 teachers, while the Employer has 853 students and 42 teachers. Although Raymond No. 14, Union Grove, and Yorkville do not feed Waterford UHS, they are in geographical proximity to the Employer and are closer in size than the K-8 districts that do feed Waterford UHS.

The remaining K-8 districts in the Employer's list of comparables feed Waterford UHS, are in geographical proximity to the Employer and have comparable equalized valuation and levy rates. Accordingly, they are appropriate comparable districts.

With respect to the comparables proposed by the Union, Burlington is in geographic proximity to the Employer, but it is nearly four times larger than the Employer, is not a K-8 district, and does not feed Waterford UHS. It is too dissimilar to the Employer to be considered appropriate comparables.

Lake Geneva UHS and Walworth UHS are districts without elementary schools. Other than geographic proximity, there is no basis for comparing these districts with the Employer. They are not appropriate comparables.

Although Lake Geneva Joint 1 and Walworth Joint 1 are not in Racine County they are K-8 districts geographically

proximate to the Employer. Delavan/Darien, East Troy, Elkhorn, Whitewater, Williams Bay and Wilmot are not in Racine County but they are approximately as close to the Employer with respect to both geography and student enrollment as many of the comparables proposed by the Employer. They all have elementary schools. Accordingly, it is appropriate to use them as comparables in this proceeding.

It is concluded that the appropriate comparables to be used in this proceeding are:

Norway
Raymond No. 14
Raymond No. 1
Union Grove
Yorkville
Waterford Jt No. 1 (T)
Lake Geneva Jt. 1
Walworth Jt. 1
Whitewater
Williams Bay
Wilmot
Delavan/Darien
East Troy
Elkhorn

Because the record does not contain data concerning the 1982-83 and 1983-84 school years for all the comparables, comparisons have been made using only those comparables for which data is available for both school years.

B. WAGES

1. INTRODUCTION

The Board has proposed a wage increase of 4.49% per cell of the salary schedule and the Union has proposed a wage increase of 6.00% per cell. While there is some disagreement on computing the cost of the wage offers, the Union's proposal would result in wage and fringe benefit costs at least 7.63% more than last year and the Board's would result in an increase of between 5.96% and 6.15%.

2. STATUTORY CRITERIA

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

b. Stipulations of the Parties. While the parties were in agreement on a number of facts, there were no stipulations with respect to this issue.

c. Ability to Pay and Interests and Welfare of the Public. There is no contention that the Employer lacks the financial ability to pay either offer.

Noting that the unemployment rate in Racine County is substantially higher than it is nationally or in Wisconsin, the Employer argues that Racine County's economic condition supports rejection of the increase demanded by the Union. The Union points out that the Employer is located at the western edge of Racine County, next to Walworth County. Pointing out that Walworth County's unemployment rate is lower than the statewide average, the Union states that the Employer's labor market includes Walworth as well as Racine County.

d. Comparison of Wages, Hours and Conditions of Employment. Arbitrators in public education interest arbitrations have generally found a comparison of salary schedule

benchmarks to be a reliable and predictable measure of comparability. The parties have utilized BA Base, BA Max, MA Base, MA Max, and Schedule Max. In comparing the benchmarks, longevity pay provisions have not been considered. Averages and medians have been calculated without including the offers of the parties or the salary paid by the Employer.

TABLE NO. 1--BA BASE 1982-83

DISTRICT	SALARY
Delavan	\$14,000
Lake Geneva Jt. 1	\$13,600
Williams Bay	\$13,300
EMPLOYER	\$13,250
Walworth Jt. 1	\$12,750
Waterford Jt. 1 (T)	\$12,750
Yorkville	\$12,750
Union Grove	\$12,609
Median Salary	\$12,750
Average Salary	\$13,108

In 1982-83, the Employer's BA Base salary was above the median and was \$358 below the average. The Employer ranked fourth among the comparables.

TABLE NO. 2--BA BASE 1983-84

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Lake Geneva 1	\$15,315	\$1,715	12.6%
Delavan	\$14,700	\$700	5.0%
UNION	\$14,045	\$1,295	6.0%
EMPLOYER	\$13,845	\$1,095	4.5%
Williams Bay	\$13,800	\$500	3.8%
Waterford (T)	\$13,750	\$1,000	7.8%
Union Grove	\$13,385	\$710	5.6%
Yorkville	\$13,350	\$600	4.7%
Walworth Jt.1	\$13,250	\$500	3.9%
Median Salary	\$13,750		
Average Salary	\$13,935		
Median Dollar Increase	\$700		
Average Dollar Increase	\$818		
Median Percent Increase	5.0%		
Average Percent Increase	6.2%		

Both offers would move the Employer from fourth place to third place among the comparables. Both would result in a base salary above the median. The Employer's offer would result in a salary closer to the median than the Union's. The Employer's offer is \$90 less than the average salary at this benchmark while the Union's is \$110 more than the average.

Both offers provide a dollar increase greater than either the median or average dollar increase. The Employer's offer is closer to both the median and average dollar increase.

The Employer's offer is .5% less than the median percent increase and the Union's offer is 1% more. The Union's offer is .2% less than the average percent increase and the Employer's offer is 1.5% less. However, the 12.6% increase in the base at Lake Geneva distorts the average, being 3.8% greater than the next highest increase.

TABLE NO. 3--BA MAX 1982-83

DISTRICT	SALARY
Williams Bay	\$21,014
EMPLOYER	\$19,940
Yorkville	\$19,610
Union Grove	\$18,375
Lake Geneva Jt. 1	\$18,200
Waterford Jt. 1 (T)	\$17,750
Delavan	\$16,000
Median Salary	\$18,287
Average Salary	\$18,491

In 1982-83, the Employer's higher than either the median or the average salary at this benchmark. The Employer ranked second among the comparables.

TABLE NO. 4--BA MAX 1983-84

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Williams Bay	\$21,804	\$790	3.8%
UNION	\$21,135	\$1,195	6.0%
EMPLOYER	\$20,835	\$895	4.5%
Yorkville	\$20,790	\$1,180	6.0%
Union Grove	\$19,578	\$1,203	6.5%
Lake Geneva 1	\$19,140	\$940	6.0%
Waterford Jt 1	\$18,750	\$1,000	5.6%
Delavan	\$16,700	\$700	4.3%
Median Salary	\$19,359		
Average Salary	\$19,460		
Median Dollar Increase	\$970		
Average Dollar Increase	\$969		
Median Percent Increase	5.8%		
Average Percent Increase	5.4%		

Both offers would keep the Employer in second place among the comparables at this benchmark. Both would move the Employer closer to the first place district in terms of dollars.

Both offers would result in salaries above the median and average salaries, although the Employer's offer would result in a salary closer to the median and the average.

The Union's offer provides a dollar increase \$225 higher than the median dollar increase and \$226 higher than the average dollar increase at this benchmark. The Employer's offer provides a dollar increase \$75 below the median dollar increase and \$74 below the average dollar increase.

The Employer's offer is 1.3% less than the median percent increase and the Union's offer is .2% more. The Union's offer is .6% more than the average percent increase and the Employer's offer is .9% less.

TABLE NO. 5--MA BASE 1982-83

DISTRICT	SALARY
Lake Geneva Jt. 1	\$15,225
Delavan	\$15,000
Walworth Jt. 1	\$14,790
EMPLOYER	\$14,380
Williams Bay	\$13,965
Union Grove	\$13,875
Waterford (T)	\$13,800
Yorkville	\$13,650
Median Salary	\$13,965
Average Salary	\$14,329

In 1982-83, the Employer's MA Base salary was above the average and the median at this benchmark. The Employer ranked fourth among the comparables.

TABLE NO. 6--MA BASE 1983-84

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Lake Geneva 1	\$16,940	\$1,715	11.3%
Delavan	\$16,500	\$1,500	10.0%
Walworth Jt 1	\$15,380	\$590	4.0%
UNION	\$15,245	\$865	6.0%
EMPLOYER	\$15,025	\$645	4.5%
Waterford (T)	\$14,800	\$1,000	7.2%
Union Grove	\$14,584	\$709	5.1%
Williams Bay	\$14,490	\$525	3.8%
Yorkville	\$14,250	\$600	4.4%
Median Salary	\$14,800		
Average Salary	\$15,270		
Median Dollar Increase	\$709		
Average Dollar Increase	\$1,040		
Median Percent Increase	5.1%		
Average Percent Increase	6.5%		

Both offers would keep the Employer in fourth place among the comparables and both would bring the Employer closer to the third place district in terms of dollars. Both would result in a base salary above the median. The Employer's offer would result in a salary closer to the median than the Union's. The Union's offer would result in a salary closer to the average than the Employer's.

The Union's offer provides a dollar increase greater than the median increase while the Employer's offer provides an increase less than the median. The Employer's offer is \$64 below the median and the Union's is \$156 above the median. The Employer's offer is \$395 below the average and the Union's is \$175 below the average.

The Employer's offer is .6% less than the median percent increase and the Union's offer is .9% more. The Union's offer is .5% less than the average percent increase and the Employer's offer is 2% less.

TABLE NO. 7--MA MAX 1982-83

DISTRICT	SALARY
Williams Bay	\$23,940
Delavan	\$23,150
Lake Geneva Jt. 1	\$22,935
EMPLOYER	\$22,240
Union Grove	\$21,475
Waterford (T)	\$21,050
Yorkville	\$20,510
Median Salary	\$22,205
Average Salary	\$22,176

In 1982-83, the Employer's MA Max salary was slightly above both the median and the average. The Employer ranked fourth among the comparables at this benchmark.

TABLE NO. 8--MA MAX 1983-84

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Williams Bay	\$24,840	\$900	3.8%
Delavan	\$24,350	\$1,200	5.2%
Lake Geneva 1	\$23,975	\$1,040	4.5%
UNION	\$23,575	\$1,335	6.0%
EMPLOYER	\$23,240	\$1,000	4.5%
Union Grove	\$22,275	\$800	6.1%
Waterford (T)	\$22,050	\$1,000	4.8%
Yorkville	\$21,690	\$1,180	5.8%
Median Salary		\$23,125	
Average Salary		\$23,196	
Median Dollar Increase		\$1,020	
Average Dollar Increase		\$1,020	
Median Percent Increase		5.0%	
Average Percent Increase		5.0%	

Both offers would keep the Employer in fourth place among the comparables. Both would result in a salary above the median at this benchmark.

Both offers would provide a salary above both the median and the average salary at this bench mark. The Employer's offer is closer to the median and the average than the Union's.

The Employer's offer is closer to both the median and the average dollar increase. It provides an increase \$20 less than the median and the average. The Union's offer provides an increase \$315 greater than both the median and the average dollar increase.

The Employer's offer is .5% less than both the median and the average percent increase. The Union's offer is 1% more than both the median and the average percent increase at this benchmark.

TABLE NO. 9--SCHED MAX 1982-83

DISTRICT	SALARY
Williams Bay	\$25,935
Lake Geneva Jt. 1	\$25,740
Delavan	\$24,900
EMPLOYER	\$22,820
Waterford Jt. 1 (T)	\$21,900
Union Grove	\$21,875
Yorkville	\$20,510
Median Salary	\$23,400
Average Salary	\$23,477

In 1982-83, the Employer's Schedule Maximum was \$580 be-

low the median and \$657 below the average salary at this benchmark. The Employer was in fourth place at this position.

TABLE NO. 10--SCHED MAX 1983-84

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Lake Geneva 1	\$27,027	\$1,287	5.0%
Williams Bay	\$26,910	\$975	3.8%
Delavan	\$26,100	\$1,200	4.8%
UNION	\$24,190	\$1,370	6.0%
EMPLOYER	\$23,845	\$1,025	4.5%
Union Grove	\$23,174	\$1,299	5.9%
Waterford (T)	\$22,900	\$1,000	4.6%
Yorkville	\$21,690	\$1,180	5.8%
Median Salary		\$24,637	
Average Salary		\$24,634	
Median Dollar Increase		\$1,190	
Average Dollar Increase		\$1,157	
Median Percent Increase		4.9%	
Average Percent Increase		5.0%	

Both offers would keep the Employer in fourth place among the comparables at this benchmark, although the Union's offer would decrease the dollar gap with the next district while the Employer's would increase it slightly.

Both would result in a base salary below the median. The Union's offer would result in a salary closer to the median than the Employer's. The Union's offer is \$447 less than the median salary at this benchmark while the Employer's is \$792 less than the median.

The Union's offer provides a dollar increase \$180 more than the median dollar increase and the Employer's offer provides a dollar increase \$165 below the median dollar increase. The Union's offer is \$213 above the average dollar increase and the Employer's is \$132 below the average.

The Employer's offer is .4% less than the median percent increase and the Union's offer is 1.1% more. The Union's offer is 1% more than the average percent increase and the Employer's offer is .5% less.

Because of the distortion caused by differences in experience and education of teachers in various districts, a comparison of average compensation paid in the comparables is statistically unreliable. The comparison of benchmarks is of greater probative value.

e. Changes in the Cost of Living. The cost of living as measured by the Consumer Price Index (U.S. Cities Average--Urban Wage Earners and Clerical Workers) increased by 2.4% from August 1982 to August 1983 when the teaching year began. Both offers would result in salary increases in excess of the increase in the CPI.

f. Overall Compensation. While there are some differences in health and welfare benefits received by employees in the comparables, the record shows that the Employ-

er and the comparable districts have generally comparable benefits.

g. Changes During Pendency of Arbitration Proceedings. No relevant changes during the pendency of the arbitration proceedings were brought to the Arbitrator's attention.

h. Other Factors. This criterion recognizes that collective bargaining is not isolated from those factors which comprise the economic environment in which bargaining occurs. See Cudahy Schools., Dec. No. 19635 (Gundermann, 1982); Madison Schools., Dec. No. 19133 (Fleischli, 1982).

There is no evidence that the Employer has had to or will have to reduce or eliminate any services, that it will have to engage in long term borrowing, or that it will have to raise taxes if either offer is accepted.

3. CONCLUSION

Both offers are reasonable when compared with increases in the cost of living as measured by the Consumer Price Index. Both offers would improve the Employer's comparative ranking at one of the benchmarks and maintain its comparative ranking at the remaining four benchmarks.

Arbitrators have generally indicated that greater weight should be placed upon the monetary increases of the comparable districts than the percentage increases. Waukesha County Tech. Inst., Dec. No. 18804-A (Gundermann, 1982); Hartford Union High Sch. Dist., Dec. No. 18845-A (Zeidler, 1982). Dollar increases more accurately reflect the real increase in salary.

At every one of the benchmarks, the dollar increase of the Employer's offer is closer to the median dollar increases in the comparable districts than the Union's offer. In addition, the Employer's offer is closer to the average dollar increase at four of the five benchmarks. The Employer's wage offer is also closer to the median percent increase at four of the five benchmarks.

Based upon the comparison of the increases at the five benchmarks and the maintenance of the Employer's comparative ranking, it is concluded that the Employer's wage offer is more reasonable than the Union's.

C. OVERLOAD PAY

1. DISCUSS

The Union proposes that teachers who are assigned less than 50 minutes of preparation time per day in blocks of no less than 20 minutes shall receive overload pay at the rate of \$12.50 per day. It also proposes that teachers assigned to teach more than an average of 30 students per class be paid overload pay at the rate of \$300 per semester for each student in excess of 30.

The Union says it is concerned with increases to the teacher workload resulting from layoffs for the 1983-84 school year.

The Employer argues that the proposal should be rejected because it has not been fully discussed in collective bar-

gaining, because the Union has not shown how the proposals are reasonably designed to address a specific problem, because the proposals impose enormous cost burdens on the District, and because the comparable districts do not have similar language.

Although there is some question as to whether the Union's final offer was discussed at the table, it appears that proposals related to the Union's concern were presented in August and September. Even if proposals had not been presented then, there was nothing to preclude the Employer from meeting to discuss the Union's final offer after it was submitted to the WERC Investigator in September 1983.

It is quite clear from the language of the offer that it is directed at situations where teachers are required to teach more than a specified number of students or where teachers are not provided a specified amount of preparation time. It is foreseeable that these situations could occur as a result of teacher layoffs and increasing the workloads of remaining teachers.

It is not inconsistent with the concept of a salary schedule to provide teachers who have heavier loads than normally assigned other teachers, either measured by class size or by preparation time reductions, with additional compensation for additional work. Some additional compensation would seem to be fair and equitable. In addition, the Employer would not be precluded from assigning teachers to heavier loads or larger class sizes, it would only have to compensate teachers for such "overloads."

The record shows that Burlington, Lake Geneva UHS, Waterford UHS and Wilmot UHS have contractual language providing for some type of overload compensation for described overloads.

2. CONCLUSION

While the Union's concern with respect to overloads is genuine, its proposal has merit, and there is precedent in other district's labor agreements for such a provision, the Union's proposal needs more detail and clarification in order to take care of such questions as the definition of preparation time, how study halls are to be counted, how large classes such as band are to be counted, how part-time teachers are to be treated, the period of time over which the averages are to be calculated, and whether the school administration is to have time to adjust class size at the start of the school year when actual enrollments become known.

Accordingly, it is concluded that the Employer's proposal with respect to this issue is more reasonable.

D. HEALTH INSURANCE PREMIUMS

1. DISCUSSION

In addition to stating the dollar amount of the health insurance premium paid by the Employer, the previous contract expressly stated "which amounts are equivalent to 100% of the cost of premium under the existing health insurance plan for the 1981-82 and 1982-83 contract period."

The Employer's health insurance proposal provides for paying \$153.48 a month for the family plan and \$58.04 for the single plan for full-time employees. It seeks to delete the language providing that the amounts are equivalent to 100% of the cost of the premium.

The Union seeks to retain the language, amending it to provide that it applies to the 1983-84 contract period.

The Employer argues that health care cost containment is an important concern. It says that its offer merely seeks to assure that the issue of insurance premiums is fairly considered by both parties in bargaining for subsequent agreements rather than automatic increases without bargaining.

The Union contends that since both parties agree that the Board will pay a fixed dollar amount which amounts to the full premium cost for the 1983-84 school year and both parties agree section 4.7 will be reopened for the 1984-85 school year, there is no need to change the language of the current contract.

2. CONCLUSION

The language in the prior contract did not provide that the Employer promised to pay the full amount of health insurance benefit premiums; whatever they may be. It merely recited a fact: the stated dollar amounts represent 100% of the cost of premiums under the existing health insurance plan. In its reply brief, the Union explicitly acknowledges that the amount to be paid by the Employer for health insurance premiums is a fixed dollar amount and "the Union must bargain over any premium increases whether or not there is a change in contract language."

Because the Employer has not sustained its burden of demonstrating that its proposal is reasonably designed to effectively address the problem of containing health care costs, it is concluded that the Union's proposal on this issue is more reasonable.

E. DENTAL INSURANCE

1. DISCUSSION

The Union is asking that the Employer pay the full dollar amount of the dental insurance premium for the 1983-84 school year.

The Employer has proposed to pay \$13.96 of the monthly premium cost for single coverage and \$44.95 for family coverage. This is approximately 89% of the cost of the premium with the employee paying the remainder. The Board's proposal is virtually the same as the previous contract language except that the dollar amount of the premiums has increased and it has proposed deleting the language stating that the premiums were the equivalent of 85% of the cost of the premium.

The comparable districts provide dental insurance benefits in 1983-84 as follows:

DISTRICT	DENTAL BENEFIT (single/family)
Union Grove	\$11.67/\$33.92
Delavan	100%
Lake Geneva Jt 1	100%
Walworth Jt 1	None
Williams Bay	100%
Waterford Jt 1 (T)	None
Yorkville (1982-83)	100%/\$25*

*In 1982-83 the Employer paid \$40.68 of the premium for family coverage.

2. CONCLUSION

Although the record shows that four of the districts listed above pay 100% of the dental insurance premiums, the record does not show (other than in Yorkville) what the dollar amounts of those premiums are. Where dollar amounts are shown, the Board's dollar payment is higher than the premium paid by the other districts. Because there is testimony that the Employer participates in a high benefit, high cost insurance plan, the dollar amount is of considerable importance.

In the absence of evidence showing the dollar amount of the premiums paid by the other districts, it must be concluded that the Union has not sustained its burden of showing that the Employer's percentage contribution should be increased. Accordingly, it is concluded that the Employer's offer is more reasonable.

F. EXTRA-CURRICULAR PAY

There is little significant difference between the Union and Board proposals on extra-curricular pay. Both are reasonable proposals.

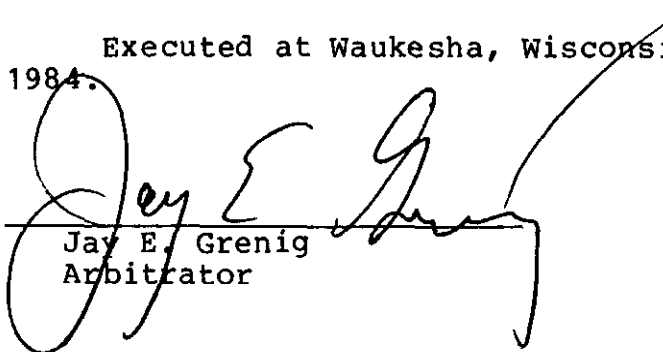
G. CONTRACT REOPENER

The parties' contract reopener proposals are immaterial in determining which final offer is more reasonable. Thus, no opinion is given with respect to the reasonableness of the parties' reopener proposals.

V. AWARD

Having considered all the arguments and relevant evidence submitted in this matter, it is concluded that the final offer of the Board is more reasonable and is hereby selected. The parties are directed to incorporate into their collective bargaining agreement the Board's final offer together with all previously agreed upon items.

Executed at Waukesha, Wisconsin, this 15th day of March, 1984.


Jay E. Grenig
Arbitrator

3.11 Sick Leave

3.11 Full-time teachers, defined as those employed for 60% or more of a full-time teaching contract, shall be allowed to accumulate ten (10) days per year, accumulating up to a maximum of ~~seventy-five (75)~~ ~~seventy-five (75)~~ days of sick leave.

Part-time teachers, defined as those employed for less than 60% of a full-time teachers contract, may accumulate five (5) days per year, to a maximum total of forty-five (45) days.

A full-time teacher reduced to part-time retains accumulated sick leave at the time of the reduction, but does not accrue more until below the maximum accumulation for part-time teachers.

4. Teacher Salaries and Related Policies

4.61 Teachers who are assigned less than a minimum of fifty (50) minutes of preparation time per day in blocks of no less than twenty (20) minutes shall receive overload pay at the rate of \$12.50 per day.

4.62 Teachers assigned to teach more than an average of thirty (30) students per class shall be paid overload pay at the rate of \$300 per semester for each student in excess of thirty (30).

4.7 Health Insurance: The District shall pay the following dollar amounts for health insurance coverage (which amounts are equivalent to 100% of the cost of premiums under the existing health insurance plan for the ~~1981-82~~ ~~1981-82~~ ~~1982-83~~ 1983-84 contract period.) ~~\$99/99~~ \$153.48/month for the family plan, ~~\$77/72~~ \$58.04/month for the single plan, for full time staff members. Those full-time staff members covered under similar coverage (Blue Cross-Blue Shield) not requiring health insurance at Board expense may so stipulate ~~at~~ at the time of contract signing, but may, upon thirty (30) days advance notice receive coverage at District expense.

4.73 Dental Insurance: The Board agrees to pay, beginning September 1, 1981 1983, the following dollar amounts for dental insurance coverage (which amounts are equivalent to ~~85%~~ 100% of the monthly cost under the existing dental insurance plan): ~~\$12/63~~ \$15.80 of the monthly premium cost for single coverage and ~~\$40/68~~ \$50.42 of the monthly premium cost for family coverage for dental insurance and to pay a dollar amount equivalent to ~~85%~~ 100% of any increase in total monthly premium cost thereafter.

*h.k.
ADW*

Employees who participate in the dental insurance program will not on a payroll deduction for the difference between the amount paid by the board and the total monthly premium cost. The board also agrees to pay one-half of the increased premium costs for the period June 1, 1981 to September 1, 1981.

4.9 Salary Schedule (see attached)

4.91 Extra-curricular pay schedule (see attached)

4.92 Summer school salary schedule (see attached)

Negotiation Procedure...

6.71 The parties agree that when all negotiation items have been discussed during the negotiation leading to the agreement, they do, therefore, agree that the negotiations will not be reopened on any item, whether contained therein or not during the life of this agreement, except as provided in Section 6.72.

6.72 The life of this agreement and policies and procedures included and attached hereto shall be effective for the 1981-82 1983-84 and 1982-83 1984-85 school years and shall continue in full force and effect until modified by procedures described herein except that the dollar amounts included in Sections 4.33 Tuition, 4.36 Mileage rate, 4.61 and 4.62 Overload pay, 4.7 Health Insurance, 4.73 Dental Insurance, and Sections 4.9 Salary Schedule, 4.91 Extra Curricular pay schedule, and 4.92 Summer School salary schedule shall be open to negotiations for the 1984-85 school year. Further, each party may designate up to three additional items which may be included in the 1984 negotiations process.

Retroactivity - In the event of a mediator/arbitrator's award issued after the start of the 1983-84 school year, sick leave (3.1)*, overload pay (4.61 and 4.62), salary (4.9), extra-curricular and summer activities salary (4.91 and 4.92) credit reimbursement for any credits earned after the start of the 1983-84 school year (4.33), and insurance provisions (4.7 and 4.73) shall be retroactive to August 26, 1983. Amended individual contracts will be issued to each teacher within 30 days of the date of the award. Upon return of a signed amended individual contract, each teacher will be credited with accumulated sick leave and paid in a single, separate check any accrued overload pay, increased salary, including extra-curricular and summer activities pay, and premium payments.

mc/opeiu#9
afl-cio

* Should read: (3.11) [See 9-30-83 letter, attached to Buffett from Liebig, Carlson to Marta] JBB

[Handwritten signature]

Step	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18
0	14045	14270	14495	14720	14940	15245	15395	15620	15845
1	14405	14635	14855	15080	15305	15610	15755	15975	16200
2	14840	15065	15295	15515	15735	16045	16185	16420	16645
3	15265	15505	15725	15955	16175	16480	16630	16850	17075
4	16010	16235	16460	16690	16925	17225	17380	17610	17845
5	16450	16680	16910	17140	17370	17670	17825	18050	18285
6	16895	17125	17350	17585	17815	18110	18260	18490	18725
7	17420	17640	17870	18100	18325	18635	18795	19170	19400
8	18175	18410	18645	18845	19110	19425	19580	19805	20040
9	18710	18950	19175	19415	19640	19945	20105	20340	20570
10	19240	19410	19705	19930	20165	20480	20635	20865	21095
11	19770	19995	20230	20460	20700	20945	21160	21390	21620
12	20520	20755	21000	21230	21465	21780	21930	22175	22405
13	21135	21375	21610	21840	22075	22400	22550	22785	23015
14				22455	22685	23000	23155	23390	23615
15					23215	23575	23730	23960	24190

Handwritten initials

EXHIBIT A-3

Handwritten initials

nd/opeiu#9
afl-cio

WATERFORD ELEMENTARY, LOCAL 3507

Proposed 1983-84 Salary Schedule (add 6%, round off to nearest 5 or 0)

6 1/2% rounded off to nearest \$5.

4.9 Extra-Curricular Activities Salary - 1983-84

Noon Hour Duty (no meals)	965	
Football - Head	460	
Asst.	360	
Gymnastics - Head	460	
Asst. (Over 28)	360	
Cross Country	245	
Basketball - Head (boys & girls)	595	
Asst.	460	
5th & 6th Grade (boys & girls)	360	
Wrestling (boys)	200	
Volleyball (girls)	200	
Co-ed Softball	360	
Band	445	
Chorus	310	
Forensics (2 coaches)	235	
Student Council	145	
* Scorekeeper or Timer	11.40/game	
Football Referee	8.45/game	rounded off to nearest .05
Summer Band	2410	

mc/opeiu#9
af1-cio

* Should read: 11.40/2 games [See 9-30-83 letter, ^{attached} from Liebzig to B. Hett with carbon to Master]

AAW
L.K

- 3.11 Teachers shall be allowed to accumulate ten (10) days per year, accumulating up to a maximum of seventy-five (75) days of sick leave.

For purposes of sick leave accumulation part-time teachers, defined as those employed for less than 75% of a full-time teachers contract, may accumulate five (5) days per year, to a maximum total of forty-five (45) days.

- 4.7 HEALTH INSURANCE: The District shall pay the following dollar amounts for health insurance coverage: \$153.48/month for the family plan, \$58.04/month for the single plan, for full-time staff members. These full-time members covered under similar coverage (Blue Cross-Blue Shield) not requiring health insurance at Board expense may so stipulate at the time of contract signing but may, upon thirty (30) days advance notice receive coverage. Employees who participate in the health insurance program will be on a payroll deduction for the difference between the amount paid by the Board and the total monthly premium cost.
- 4.73 DENTAL INSURANCE: The Board agrees to pay the following dollar amounts for dental insurance coverage: \$13.96 of the monthly premium cost for single coverage and \$44.95 of the monthly premium cost for family coverage. The above premiums are for full-time staff members. Employees who participate in the dental insurance program will be on a payroll deduction for the difference between the amount paid by the Board and the total monthly premium cost.
- 4.9, 4.91 and 4.92 (See attached schedules)
- 6.72 The life of this agreement and policies and procedures included and attached hereto shall be effective for the 1983-84 and 1984-85 school years and shall continue in full force and effect until modified by procedures described herein; except that the following provisions are subject to negotiations beginning in 1984, for the 1984-85 school year: 4.33, 4.36, 4.7, 4.73, 4.9, 4.91 and 4.92, and for the 1985-86 school year: 4.51.

Retroactivity and implementation of mediator-arbitration award

In the event of a mediator-arbitrator's award issued after the start of the 1983-84 school year, sick leave (3.11), salary (4.9), extra-curricular and summer activities salary (4.91 and 4.92), credit reimbursement (4.33), and insurance provisions (4.7 and 4.73) shall be retroactive to August 26, 1983. Amended individual teaching contracts will be issued to each teacher within 30 days of the date of the award. Upon return of a signed amended individual contract, each teacher will be paid in a single, separate, check any accrued increased salary and premium payment.

Truitt
Mullins
HLP
Calabria

L.K.
ADM

Proposed
Salary Schedule

1983-84

Step	LA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18
0	13845	14065	14290	14510	14730	15025	15180	15400	15625
1	14200	14425	14645	14865	15090	15390	15535	15750	15975
2	14630	14850	15080	15295	15515	15815	15955	16185	16410
3	15050	15285	15505	15725	15945	16245	16385	16610	16835
4	15785	16005	16230	16455	16685	16980	17135	17365	17595
5	16220	16445	16675	16900	17120	17420	17570	17795	18025
6	16655	16880	17105	17335	17560	17855	18000	18230	18460
7	17175	17390	17620	17845	18070	18370	18530	18900	19125
8	17915	18150	18380	18580	18840	19150	19300	19525	19755
9	18445	18680	18905	19140	19365	19660	19820	20055	20280
10	18965	19135	19425	19645	19880	20190	20340	20570	20795
11	19490	19715	19945	20170	20410	20650	20860	21090	21315
12	20230	20460	20700	20930	21160	21470	21620	21860	22085
13	20835	21070	21300	21530	21760	22080	22230	22460	22685
14				22140	22365	22675	22830	23060	23285
15					22885	23240	23390	23620	23845

L.K.
ROOM

4.9 EXTRA-CURRICULAR ACTIVITIES SALARY - 1983-84

Noon hour duty (no meals)	960	—
Football - head	455	←
asst.	360	MA
Gymnastics - head	455	←
asst. (over 28)	360	
Cross country	245	
Basketball - head (boys & girls)	595	
asst.	455	←
5th & 6th Grade (boys & girls)	360	
Wrestling (boys)	200	
Volleyball (girls)	200	
Co-ed softball	360	
Band	445	
Chorus	310	
Forensics (2 coaches)	235	
Student council	145	...
Scorekeeper or timer	11.40/2 games	
Football referee	8.45/game	
Summer band	2400	←

L-K
RDM