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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

BEFORE THE MEDIATOR/ARBITRATOR

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In the Matter of the Mediation/ :  
Arbitration Between :  
: :  
CUBA CITY BOARD OF EDUCATION :  
: :  
and : AWARD AND OPINION  
: :  
CUBA CITY EDUCATION ASSOCIATION :

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Case No. WERC Case X  
No. 33982  
Med/Arb-2990  
Decision No. 22267-A  
Hearing Date March 26, 1985

Appearances:

For the Employer MR. KENNETH COLE,  
Director  
MR. JAMES EVELAND,  
District Administrator

For the Union MR. PAUL BIERBRAUER  
Executive Director  
MR. RONALD SCHULTZ  
Representative

Mediator/Arbitrator MR. ROBERT J. MUELLER  
Date of Award July 3, 1985

BACKGROUND

The Cuba City Board of Education, hereinafter referred to as the "Board" or "District" and the Cuba City Education Association, hereinafter referred to as the "Union" reached an impasse in bargaining for a successor Collective Bargaining Agreement for the 1984-1985 school year. The Board filed a petition with the Wisconsin Employment Relations Commission requesting initiation of mediation/arbitration. The matter was thereafter processed in accordance with the statutory procedures culminating in the selection of the undersigned to serve as mediator/arbitrator to resolve the impasse. A mediation meeting was held on March 26, 1985. A voluntary settlement was unable to be achieved through mediation efforts and the matter immediately proceeded to arbitration.

Both parties presented documentary evidence and oral testimony in support of their respective offers. Both parties filed post-hearing briefs.

The mediator/arbitrator has reviewed the record evidence, exhibits and briefs of the parties in relationship to the factors set forth in Section 111.70(4)(cm), Wis. Stats., and on the basis thereof issues the following decision and award.

FINAL OFFERS OF THE PARTIES

The final offers of the parties raise four areas upon which the parties have been unable to reach agreement. They

are:

- 1) Salary schedule,
- 2) Extra duty pay schedule,
- 3) Health insurance, and
- 4) Long term disability insurance.

In addition, an issue exists between the parties with regard to the school districts to which comparison should be made.

FINAL OFFERS:

SALARY SCHEDULE

District Proposal:

PROPOSED SALARY SCHEDULE  
1984-1985

STEP	B.S.	B.S. + 12	B.S. + 24	M.S.	M.S. + 12
1	13,700.00	14,100.00	14,500.00	14,900.00	15,300.00
2	14,248.00	14,664.00	15,080.00	15,496.00	15,912.00
3	14,796.00	15,228.00	15,660.00	16,092.00	16,524.00
4	15,344.00	15,792.00	16,240.00	16,688.00	17,136.00
5	15,892.00	16,356.00	16,820.00	17,284.00	17,748.00
6	16,440.00	16,920.00	17,400.00	17,880.00	18,360.00
7	16,988.00	17,484.00	17,980.00	18,476.00	18,972.00
8	17,536.00	18,048.00	18,560.00	19,072.00	19,584.00
9	18,084.00	18,612.00	19,140.00	19,668.00	20,196.00
10	18,632.00	19,176.00	19,720.00	20,264.00	20,808.00
11	19,180.00	19,740.00	20,300.00	20,860.00	21,420.00
12	19,728.00	20,304.00	20,880.00	21,456.00	22,032.00
13			21,460.00	22,052.00	22,644.00
14					23,256.00

A teacher whose service extends beyond the last step in his/her salary schedule classification will be paid a flat amount according to the schedule listed below:

	<u>1983-84</u>	<u>1984-85</u>
B.S.	200.00	-----
B.S. + 12	300.00	-----
B.S. + 24	500.00	450.00
M.S.	550.00	500.00
M.S. + 12	550.00	500.00

Association Proposal:

CUBA CITY SALARY SCHEDULE 1984-1985 (ASSOCIATION PROPOSAL)

STEP	BA	BA+12	BA+24	MA	MA+12
1.0	13800	14230	14660	15090	15520
2.0	14352	14799	15246	15694	16141
3.0	14904	15368	15833	16297	16762
4.0	15456	15938	16419	16901	17382
5.0	16008	16507	17006	17504	18003
6.0	16560	17076	17592	18108	18624
7.0	17112	17645	18178	18712	19245
8.0	17664	18214	18765	19315	19866
9.0	18216	18784	19351	19919	20486
10.0	18768	19353	19938	20522	21107
11.0	19320	19922	20524	21126	21728
12.0	19872	20491	21110	21730	22349
13.0			21697	22333	22970
14.0					23590

A TEACHER WHOSE SERVICE EXTENDS BEYOND THE LAST STEP IN HIS/HER SALARY SCHEDULE CLASSIFICATION WILL BE PAID A FLAT AMOUNT ACCORDING TO THE SCHEDULE LISTED BELOW:

	1983-84	1984-85
B.S.	200.00	-----
B.S. + 12	300.00	-----
B.S. + 24	500.00	500.00
M.S.	550.00	550.00
M.S. + 12	550.00	550.00

EXTRA DUTY PAY SCHEDULE

District Proposal:

EXTRA DUTY SCHEDULE

Coaching:

Athletic Director . . . . .	1,365.00
Head Football . . . . .	1,260.00
Assistant Football . . . . .	788.00
Freshman Football . . . . .	683.00
Flag Football . . . . .	225.00
Head Volleyball, Girls . . . . .	893.00
Assistant Volleyball, Girls . . . . .	578.00
Junior High Volleyball, Girls . . . . .	420.00
Head Basketball, Boys . . . . .	1,260.00
Assistant Basketball, Boys . . . . .	814.00
Freshman Basketball, Boys . . . . .	735.00

Grade School Basketball, Boys . . . . .	656.00
Assistant Grade School Basketball, Boys (if needed) . .	525.00
Head Basketball, Girls . . . . .	1,260.00
Assistant Basketball, Girls . . . . .	814.00
Freshman Basketball, Girls . . . . .	735.00
Grade School Basketball, Girls . . . . .	656.00
Assistant Grade School Basketball, Girls (if needed) .	525.00
Head Wrestling . . . . .	1,260.00
Assistant Wrestling . . . . .	814.00
Junior High Wrestling . . . . .	656.00
Head Golf . . . . .	710.00
Baseball (Summer) . . . . .	1,100.00
Assistant Baseball . . . . .	683.00
Head Track, Boys . . . . .	893.00
Assistant Track, Boys . . . . .	630.00
Coaching:	
Junior High Track, Boys . . . . .	473.00
Head Track, Girls . . . . .	893.00
Assistant Track, Girls . . . . .	630.00
Junior High Track, Girls . . . . .	473.00
Concert and Pep Band . . . . .	683.00
Department Heads . . . . .	210.00
Class Play . . . . .	340.00 (per teacher)
Forensics, Head Coach . . . . .	400.00
Forensics, Assistant Coaches . . . . .	350.00
School Paper . . . . .	400.00
Annual . . . . .	380.00
Homecoming . . . . .	80.00
Cheerleading, High School . . . . .	510.00
Cheerleading, Grade School . . . . .	200.00
F.H.A. . . . .	160.00
Pep Club . . . . .	130.00
Junior Prom . . . . .	184.00
Class Advisor, Freshman & Sophomore . . . . .	25.00
Class Advisor, Junior & Senior . . . . .	75.00

Bus Chaperones . . . . .	14.00 per event
Worker at School Events . . . . .	12.00 per event
Timers and Scorekeepers, High School . . . . .	14.00 per event
Timers and Scorekeepers, Grade School . . . . .	12.00 per event
Announcing, Football . . . . .	14.00 per event
Video Tape Operator (Approved by A.D.) . . . . .	10.00 per event

Association Proposal:

The Association's extra duty schedule proposal is the same as that of the District in all listings as contained on the District's offer with the exception of the following:

- 1) Class Play . . . . . \$650.00 (per teacher)
- 2) FHA . . . . . \$300.00
- 3) Bus Chaperones . . . . . \$ 14.70 per event
- 4) Worker at School Events . . . . . \$ 12.60 per event
- 5) Timers and Scorekeepers, High School . . \$ 14.70 per event
- 6) Timers and Scorekeepers, Grade School . \$ 12.60 per event
- 7) Announcing, Football . . . . . \$ 14.70 per event
- 8) Video Tape Operator (Approved by A.D.) . \$ 10.50 per event

Positions to be added to the extra duty schedule:

- 1) Junior High Concert Band . . . . . \$ 350.00
- 2) Junior/Senior High Choral Director . . . \$ 350.00
- 3) Junior High School Paper . . . . . \$ 100.00
- 4) Junior High School Annual . . . . . \$ 100.00
- 5) Future Business Leaders Association (FBLA) \$ 150.00

HEALTH INSURANCE

District Proposal:

The District proposed to maintain the level of contribution by the District at the amount stated in the 1983-84 contract of up to \$164.58 per month for the family plan and \$63.46 per month for the single plan.

Association Proposal:

The Association proposed to increase the maximum amounts contributable by the District by changing the amount per month for the family plan to \$167.04 and for the single plan to \$64.32.

LONG TERM DISABILITY INSURANCE

District Proposal:

None.

Association Proposal:

ARTICLE VIII - Compensation

The long term disability plan under the Wisconsin Education Association Insurance Trust (WEAIT) will be provided each teacher with all available options.

ARGUMENTS OF THE PARTIES AND DISCUSSION

COMPARABILITY

The District argues that the most appropriate grouping of comparable school districts consists of those schools in the Southern Eight Athletic Conference. They contend there are sufficient settlements for 1984-85 in the districts of the athletic conference to afford a sufficiently broad comparison basis by which to measure the final offers of the parties. They argue that the athletic conference districts were utilized by arbitrators Yaffe and Johnson in two previous mediation/arbitration proceedings along with those non-conference districts that are contiguous to Cuba City.

Association Position:

The Association contends that the comparison group should be narrowed so as to consist of those athletic conference districts and those districts in the geographic proximity of Cuba City that are of similar size. The Association would include in such comparable group the conference districts of Darlington, Iowa Grant, Mineral Point and Southwestern. They additionally include the school districts of Boscobel, Riverdale, and Fennimore. They contend that such set of comparables compare more closely in student population and full-time equivalency teachers and that they are located in a geographic area sufficiently proximate so as to enjoy comparable economic basis, labor market and market place for products sold and purchased.

DISCUSSION

The arbitrator notes that in the mediation/arbitration case in which Arbitrator Byron Yaffe served, he adopted as the most appropriate set of comparables, those districts contiguous to Cuba City as proposed by the District and those districts in the athletic conference that were proposed by the Association. In the mediation/arbitration case that came before Arbitrator David Johnson the following year, he paid recognition to the findings of Arbitrator Yaffe and stated that such set of comparables appeared to be proper in his view and he confirmed their selection as the most comparable. It must be noted that the specific identification of comparable districts in each and every case will vary and does vary considerably depending upon the number of settlements that are available for comparison purposes in any particular setting and at any particular point in time. Arbitrator Johnson was limited to some extent by the availability of settlements in his case.

In this case, the Board is arguing that only the athletic conference schools should be considered. They have not presented any data into evidence concerning those non-conference schools that are contiguous to or in the immediate vicinity of the Cuba City School District.

The Association argues for a selected group of comparables consisting of selected conference schools and other schools not contiguous to the Cuba City District but ones that are more

closely comparable to Cuba City from a comparison standpoint of student enrollment and number of teachers employed.

The District's selection of comparables follows in part the group of comparables selected by Arbitrator Yaffe as the most appropriate group and later also used by Arbitrator Johnson. The Association's selection of comparables, however, constitutes a completely new selection process and one that neither arbitrator utilized in the prior cases nor one which the parties themselves have used in prior times.

One of the desired goals in labor relationships is the creation of stability. In that respect, where parties have mutually recognized and utilized a particular set of comparables in their negotiations, arbitrators generally will utilize the same comparables because such utilization contributes to stability of their relationship. It seems to the arbitrator that greater stability would be fostered by utilization of those comparables utilized by the parties and found to be the most comparable groupings by prior arbitrators. There certainly will be no contribution toward stability if the sets of comparables change each time the parties negotiate. That is not to say that the use of the same comparables will not vary from year to year because of the availability of settlement data. That is understandable. Where settlement data in sufficient numbers is available from those historically used districts used by the parties or arbitrators over a period of time as the most comparable, arbitrators following such history of utilization should similarly utilize those comparables and it would contribute toward greater predictability and stability.

The undersigned will therefore utilize those schools comprising the athletic conference as the set of comparables to which the statutory criteria and evidence will be applied. The arbitrator will not utilize those districts contiguous to Cuba City but not members of the athletic conference because neither party has presented data for utilization in the comparison process.

#### SALARY SCHEDULE

##### Association Position:

The Association argued that the Cuba City salary structure has suffered a loss of rank and status by the slow process of erosion from the rank and status of 1981-82 to the present time at most, if not all benchmarks. They argue that the District offer would continue such erosion. The Association offer would not regain the loss of rank and status that they have suffered over the years but would serve to stop such erosion and in some instances to make light gains back toward the rank and status enjoyed in the early 1980's.

The Association also included comparative data of statewide average salaries at seven benchmarks and contended that in comparison to the Cuba City benchmarks over a four-year period, the Cuba City salary schedule has continued to erode from a statewide comparison as well as the comparative erosion to the comparable grouping of schools to which comparison was made.

The Association offered the following observations concerning a comparison of the average per teacher salary increase under the Association and Board offers in comparison to other

selected districts as follows:

"Association exhibits #55-59 show salary increases for five of the six settled comparable schools and District exhibit #22 shows the increase for the sixth district. We believe, however, that the settlements in Iowa-Grant and Southwestern are subject to question. The Iowa-Grant settlement is the second year of a two-year agreement; settled under different circumstances and different conditions. The Southwestern settlement report is, like the rest of the District's settlement reports, unreliable.

"The average per teacher salary increase in Cuba City under the Association proposal is \$1,613.08 (Association Exhibit \$48). Under the District proposal the salary increase is \$1,392.31 (Association Exhibit #49). By comparison the four district average salary increase can be determined as follows:

<u>District</u>	<u>Ave. Salary Increase</u>	<u>X</u>	<u>#Teachers</u>	<u>=</u>	<u>Total Salary</u>
Boscobel	\$1,646.55	X	73.80	=	121,515.39
Darlington	\$1,678.99	X	64.20	=	107,791.15
Fennimore	\$1,370.70	X	57.0	=	78,129.90
Riverdale	\$1,509.72	X	<u>71.37</u>	=	<u>107,748.71</u>
			266.37		415,185.15

Total Salary ÷ # teachers = average salary increase

\$415,185.15 ÷ 266.37 = \$1,558.68

The Association proposal at \$1,613.08 is \$54.40 above the average, while the District proposal at \$1,392.31 is \$166.37 below the average. Again, in order to regain status lost, one must exceed the gain in the comparable group."

District Postion:

The District contends the Board's offer on salary alone is approximately 7.5% while the Union's offer is approximately 8.7% on salary only. When such costs are translated into total package costs, they are slightly lower with the Association's package offer being 8.49% and the Board's total package offer being 6.88%. The District contends that its offer is consistent with the total package cost of comparable school districts found in District Exhibit No. 16 which is as follows:

"SOUTHERN EIGHT CONFERENCE  
TOTAL PACKAGE INCREASES  
1984-85

<u>DISTRICT</u>	<u>% Increase</u>
Cuba City	--
Darlington	5.31
Dodgeville	8.36
Iowa-Grant	6.41
Lancaster	7.62
Mineral Point	N/S
Platteville	7.31
Southwestern	6.26

SOURCE: WASB Data Sheets



The District stated as follows in its brief with respect to the accuracy of its exhibits and the comparative benchmark analysis drawn from the exhibits.

"...The Union has attempted to cast doubt on the data presented by the Board, but the Darlington settlement of 5.31% is confirmed by a member of the WERC staff (Union Exhibit #56A) and the Dodgeville data is almost identical in both Board and Union exhibits while the data for Iowa-Grant submitted by the Union (Union Exhibit #59) includes a 30% increase in health insurance premiums which did not materialize. In fact, Board Exhibit #19 shows that the increase in health insurance premiums was actually 10% thus reducing the total package cost to about 6.2% - 6.4% as indicated in Board Exhibit #16. The Board believes that its offer is well within the settlements obtained in comparable districts, whereas the Association offer would be larger than any settlement achieved in the conference.

"In addition, a 'benchmark' analysis which is contained in Board Exhibits #6 through #15 reveals that the District's relative position in the conference is not changed by the Board offer especially if consideration is given to longevity payments at the top of the schedule. The appended salary schedules reveal that the Cuba City School District is the only district in the conference providing longevity payments. The Board offer provides between \$200 and \$1,050 at the various lane maximums. If longevity payments are included at the BA Maximum level, only Lancaster has a higher BA Maximum (Board Exhibit #12). If longevity is included at the MA Maximum, only the Platteville School District has a higher MA Maximum (Board Exhibit #14). If longevity is included at the Schedule Maximum, only Iowa-Grant has a maximum salary significantly in excess of the Cuba City Schedule Maximum (Board Exhibit #15). It is clear that longevity additions should be included in the 'benchmark' analysis because it represents compensation tied directly to the salary schedule that is not present in other districts. It also represents a schedule variance that is not unlike the variances in the negotiated Darlington split schedule and the Platteville delayed implementation arrangements. Board Exhibit #15 shows that the Board offer increases the Schedule Maximum by \$1,064, when in reality, the actual increase is \$1,614 with the addition of the new longevity step. While such adjustments do not, in all instances, make the salary schedule better, these adjustments do enhance actual teacher salaries and District costs, and are awarded on the same basis as salary schedule increments. Furthermore, both offers make use of this concept. Therefore, it is not unreasonable to expect that such increases would be a part of any salary schedule analysis."

#### DISCUSSION

The arbitrator has developed the following comparison by using the District Exhibits 16 through 23 and Association Exhibits 55 through 62. Using the conference schools as the primary comparables, it appears that the District of Darlington is not appropriate to work into the comparative analysis because of the type of settlement that was reached in such District. It

appears that the teachers merely advanced on the 1983-84 salary schedule and that the face of the salary schedule did not change for the first half of the contract year. For the second half of the contract year, the salary schedule changed and employees were paid on the basis of the new salary schedule for the second half of the contract year. As a result, there was an exaggerated increase in the salary schedule amounts with the result being that the total package cost for the contract year was approximately 5.5% whereas the percentage increase computed based upon the salary schedule change against the prior salary schedule level would yield an artificial increase of 9.52%. It is difficult to assess a dollar or percentage value to a negotiated settlement that results in a greater lift in year end rates that result in a more favorable salary level comparison but which yields employees a lesser annual increase than is reflected by the lift in the rates themselves. There is no doubt but that such type approach is of significant value to a union because they start at a higher base from which to compute increases for purposes of negotiating the subsequent year. The arbitrator has therefore prepared data from the other settled districts in the athletic conference consisting of Southwestern, Iowa-Grant, Platteville, Lancaster, and Dodgeville. Other contiguous non-conference school data has not been utilized because it was not presented so as to be converted into data that would compare to the average teacher dollar increase on salary only and a total dollar increase per teacher utilized in the following comparison chart. Such chart is therefore as follows:

	Increase \$ Salary Only	% Increase	Average Total \$ Increase Per Teacher	% Increase
Southwestern	\$1120	6.3%	\$1529	6.26%
Iowa-Grant	\$1079	6.16%	\$1611	6.41%
Platteville	\$1071	5.5%	\$1884	7.31%
Lancaster	\$1305	7.11%	\$1833	7.62%
Dodgeville	\$1339	7.6%	\$1865	8.36%
Average	\$1182	6.53%	\$1744	7.19%
Cuba City Association Offer	\$1613	8.74%	\$2049	8.49%
District Offer	\$1392	7.54%	\$1660	6.88%

An analysis of such chart shows that the average dollar increase on salary only to the average teacher is \$1182.00. The District offer generates an amount that is \$210.00 above such average. The Association offer on such comparison is significantly in excess of such amount. Again, on the salary only increase, the District offer exceeds the average of the five compared schools by 1%.

The total package increase shows that the District's offer in both total dollars per average teacher and percentage increase per teacher to be below the average. The Association offer, however, is considerably more in excess of the average than is the District's offer below the average.

The arbitrator has reviewed and converted the settlement data presented by the Association concerning the Districts of Boscobel, Fennimore and Riverdale. Such analysis shows that the dollar increase on salary only to the teacher at Boscobel was \$1647.00. The average for Fennimore was \$1370.00 and at

Riverdale \$1509.00. One can see from such settlement levels why the Association argued that such districts should be included with the others as such settlements would serve to raise the average by a considerable amount. The percentage increase on salary only of such amounts at such three schools were 9.34%, 8.25% and 8.39% respectively. Clearly, such levels of settlement on a percentage basis would also have served to make the Association offer look considerably better.

Based on the above analysis, however, the arbitrator is persuaded that the final offer of the District on the salary schedule is the one most supportable by application of the statutory factors dealing with comparison to comparables on both the salary structure and the total compensation factor.

Other comparisons and arguments of the Association, including the argument that erosion of relative rank and standing should be stopped, are deemed to be without sufficient or significant weight to prevail over the comparative level of settlement findings above discussed. While it would appear to be true that the comparative standing of Cuba City District has varied from the top one or two positions in several areas, one is unable to determine whether such result is because the settlement levels at Cuba City were less than the going settlement average over several years or whether it is due to the fact that some other selected districts in various benchmarks put in place higher than average increases on one or more years at selected benchmarks. There simply is not sufficient evidence to support awarding greater weight to considerations other than the percentage and dollar increase per teacher comparison made to the most comparable schools from which settlement data was available.

#### EXTRA DUTY SCHEDULE

##### Association Postion:

The Association presented into evidence Exhibit #67 listing the Southern Eight Athletic Conference schools and various extra duty pay rates that are in effect at each school. They argue that an evaluation of such exhibit indicates that the drama, FHA, bus chaperones, school event worker, timers and scorers, announcer and Junior High concert choir position pay levels are supported by such comparisons. They argue that the core of the issue on extra duty pay concerns their contention that the District is demanding hours of work outside of the normal work day without pay for those activities that the Association is requesting to be added to the extra duty schedule. They argue that testimony entered by witnesses as to the number of hours and work outside of school time that is required in such various activities was not rebutted by any contrary evidence presented by the District. The Association argues that because of the failure of the District to present any rebuttal evidence on the extra pay schedule issue, the Board should be deemed to have forfeited its position on such issue.

##### District Postion:

The District argues that even utilization of the Association exhibit showing rates paid by other districts, the Cuba City District extra pay schedule is higher than the average for four of eight positions for which the Board is offering compensation. They contend that several of the other positions for which the Association is asking compensation are ones that can be performed in some measure within the existing teacher work day.

## DISCUSSION

An evaluation of Association Exhibit #67 shows that a wide range of pay exists for the extra duty of class play and drama. It is extremely difficult to make any evaluation where the range is from \$300 at Dodgeville to \$900 at Darlington and Platteville. It appears that the FHA extra duty position exists only at Dodgeville amongst the other districts and that such District is at \$300. It would appear that simply based upon the single comparison some increase would be warranted.

evaluation of the other extra duty positions for which the Association seeks a slight increase or seeks an addition to the existing schedule, it appears that the positions for which the Association seeks a slight increase would be warranted when one takes a broad look at the rates in effect at the other districts. It appears that the majority of other districts pay a slightly higher rate for the jobs of bus chaperones, school events worker, etc. Specifically, reference is made to Dodgeville, Iowa-Grant, Platteville and Southwestern. For those positions that are new to the schedule, it appears that the majority of other districts do not include such activities on their extra duty schedule with the exception of the position of Junior High concert band. It appears that three districts include such position on the extra duty salary schedule while three do not. From an overall standpoint it would appear that slight favorability on this issue would be warranted in favor of the Association proposal.

## HEALTH INSURANCE AND LONG TERM DISABILITY INSURANCE

### POSITIONS OF THE PARTIES AND DISCUSSION

The Association basically contends that a comparison of the athletic conference districts would lead to the conclusion that long term disability should be included in this contract for the reason that the majority of the district schools provide such benefit. With respect to the District's proposal on health insurance, the Association argues that the District's proposal amounts to a change from the status quo in that it calls for contribution by employees toward payment of part of the insurance premium. They argue that there should be some persuasive reason presented by the District for elimination of a clause which has been in past written agreements. Additionally, the District is moving away from full payment while Boscobel and Riverdale have moved to full payment and Darlington, Fennimore and Iowa-Grant have moved toward full payment. The District is moving contrary to the comparability trend.

The District argues that the proposal for a long term disability insurance constitutes the addition of a new fringe benefit. They argue that the Union has offered no quid pro quo for the addition of a long term disability insurance fringe.

The District's proposal to have bargaining unit members contribute a small amount toward the health insurance premiums is supported by practice in comparable school districts. They also contend that the Board is not reducing its contribution toward the insurance program but merely maintaining the current level of contribution. They contend that having employees contribute a small amount of contribution toward insurance coverage creates a greater awareness of the cost of insurance and serves as a cost containment feature. They argue that contribution by employees develops a sensitivity on the part of employees to the ever increasing cost in such area.

On each of these issues, the monetary differences between the parties' positions are not large. Monetarily the impact upon the District is not significant. The other side of such coin would lead one to conclude that the granting of such items to the Association would not greatly impact upon the total package cost. It would appear that the evidentiary data would slightly favor the inclusion of a long term disability insurance fringe in the Cuba City contract from the standpoint of comparability with other districts. The record evidence indicates that a slight majority of the districts in the athletic conference do provide such fringe at one level or another to its employees.

With respect to the health insurance premium amount, again the monetary difference between the two proposals is not significant. The principle, however, is. The Association clearly objects to such change in the status quo because it is a take away in a sense, which is always extremely repugnant to unions. Secondly, it creates a principal of partial contribution toward payment of premiums by employees which is something that employees had not done in the prior contract.


From the District's viewpoint, it is not a take away. It is simply a maintenance of the same level of premium payment that the District had done the prior year. It is also a desirable feature to have employees contribute partially toward payment of insurance premium in order to make them more sensitive to the escalating cost of insurance. It has become a matter of one form of cost containment that has come to the attention of more employers to a greater degree and frequency during the recent times of increasing insurance costs.

In the considered judgment of the arbitrator, the relative importance and impact of the extra duty pay issue, the health insurance contribution issue and the long term disability insurance issue are simply not subject to sufficient preferential weight in favor of the Association and its positions thereon to warrant overriding the above found preference for the more dominant issue involving the salary schedule.

It therefore follows on the basis of the above facts and discussion thereon, that the undersigned renders the following

AWARD

That the 1984-85 agreement between the School District of Cuba City and the Cuba City Education Association shall include the final offer of the Cuba City Board of Education.

  
Robert J. Mueller  
Mediator/Arbitrator

Dated at Madison, Wisconsin  
this 3rd day of July, 1985.