

OCT 17 1986

WISCONSIN EMPLOYMENT
RELATIONS COMMISSIONSTATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

In the Matter of the Petition of	Case 18 No. 35484
WATERLOO EDUCATION ASSOCIATION	MED/ARB-3431
	Decision No. 23186-A
To Initiate Mediation-Arbitration	Sherwood Malamud
Between Said Petitioner and	Mediator/Arbitrator
WATERLOO SCHOOL DISTRICT	

APPEARANCES

A. Phillip Borkenhagen, Director, Capital Area UniServ-North, 4800 Ivywood Trail, McFarland, Wisconsin 53558, appearing on behalf of the Association.

Melli, Walker, Pease and Ruhly, S.C., Attorneys at Law, by James K. Ruhly, 119 Monona Avenue, P.O. Box 1664, Madison, Wisconsin 53701-1664, appearing on behalf of the Municipal Employer.

JURISDICTION OF MEDIATOR/ARBITRATOR

On January 27, 1986, the Wisconsin Employment Relations Commission appointed Sherwood Malamud to serve as the Mediator/Arbitrator to attempt to mediate issues in dispute between the Waterloo School District, hereinafter the District or the Employer, and the Waterloo Education Association, hereinafter the Association. If mediation should prove unsuccessful, said appointment empowers the Mediator/Arbitrator to issue a final and binding award pursuant to Sec. 111.70(4)(cm)6.c. of the Municipal Employment Relations Act. A mediation session was conducted on March 17, 1986. Mediation was unsuccessful. An arbitration hearing was scheduled for May 8, 1986. Due to the illness of the Arbitrator, the hearing in the matter was postponed to May 27, 1986, when the hearing was conducted. The parties submitted additional documentary evidence by July 14, 1986. Initial briefs were exchanged through the Arbitrator on July 27, 1986. Letter reply briefs were submitted and the record was closed in the matter on August 18, 1986. Based upon a review of the evidence, testimony and argument submitted, and upon the application of the criteria set forth in Sec. 111.70(4)(cm)7.a-h Wis. Stats., to the issues in dispute herein, the Mediator/Arbitrator renders the following Arbitration Award.

SUMMARY OF THE ISSUES IN DISPUTE

The final offers of both the Association and the District provide for a two year agreement covering the 1985-86 and 1986-87 school years. The issue before this Arbitrator concerns the first year of the two year agreement, namely, the 1985-86 school year. There are several minor differences between the parties on several issues. These differences are insignificant and do not serve as a basis for distinguishing the offers of the parties. A minor difference exists in the precise wording of the health insurance program language to be included in a successor agreement. However, the health insurance program which contains significant changes was implemented by agreement of the parties on January 1, 1986.

The parties disagree over the precise language to be included in a reopener provision. The Association proposal includes Article XX which contains the specific rates to be paid to teachers who perform extra duties,

such as chaperoning, etc. The District does not propose the inclusion of this reopener.

Neither the Association nor the District presented arguments on these two issues in a manner so as to serve as a basis for distinguishing between their final offers. Accordingly, the party prevailing on the substantive issues discussed below, shall also prevail on these issues, as well.

However, there is an additional issue associated with the reopener for the second year of the Agreement. This issue was litigated by the parties. The District proposes to include a date certain, May 1, 1986, by which time, a request to implement the reopener for the second year of the Agreement is to be made. The parties did address this issue in their briefs. The Association has formally requested that negotiations be opened on the second year of the Agreement. The Arbitrator finds that this issue, although litigated by the parties, is not one which serves to distinguish between their offers. Accordingly, the proposal of the prevailing party to be identified infra, shall have its offer on this reopener language included in a successor Agreement.

The remaining issues which are the subject of this dispute are as follows:

1. Comparables

Both the Association and the District agree that the other school districts which comprise the Eastern Suburban Conference are comparable to the School District of Waterloo. The Association suggests that an additional nine school districts located within 50 miles of Waterloo be added to the list of comparables. These districts are: Campbellsport, Fall River, Hamilton, Horicon, Kewaskum, Lomira, Mayville, Orfordville/Parkview and Slinger. The District argues that the list of comparables should be limited to those school districts other than Waterloo who are members of the Eastern Suburban Conference.

2. Salary Schedule

The Association proposes a schedule which retains the same format and structure as the 1984-85 schedule; namely, the experience increment is to be calculated for each lane of the salary schedule by multiplying the lowest step in each lane (the base step) by 4%. The increment for educational achievement which separates the 8 lanes of the salary schedule is 2.55% of the preceding lane.

The District proposes a salary schedule where each experience increment in the 8 lane schedule is increased by \$975 except for step 15 of the schedule which is increased by \$1,250.

Neither party proposes to alter the number of experience steps or educational lanes in the salary schedule for 1985-86.

3. Long Term Disability and Life Insurance

The Association proposes that the Employer increase the amount of its total contribution towards the cost of both insurance programs from \$6 to \$10 per participant.

The District proposes to maintain its contribution at \$6 per month.

4. Noon Supervision

The Association proposes to increase the payment to teachers who provide noon supervision at the elementary school from \$675 to \$748 for the school year.

The District proposes that the payment for noon supervision be maintained at \$675.

5. Concert Chaperoning

Elementary student music concerts are conducted twice per year during early evening hours. The Association demands that \$19 per event be paid to elementary school teachers who chaperone these events.

The District maintains that this activity is part and parcel of the elementary school teachers' normal responsibility at Waterloo. It argues that no reimbursement, in addition to the teachers' regular salary, is appropriate for this activity.

STATUTORY CRITERIA

The criteria to be used to resolve this dispute are contained in Sec. 111.70(4)(cm)7. It provides that the:

Factors considered. In making any decision under the arbitration procedures authorized by this subsection, the Mediator/Arbitrator shall give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes 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 employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding arbitration or otherwise between the parties, in the public service or in private employment.

BACKGROUND

Eight municipalities located in three counties, Jefferson, Dodge and Dane, comprise the Waterloo School District. This is the first time the parties will have the terms of a collective bargaining agreement determined by an arbitrator under the procedures established by the Mediation/Arbitration provision of the Municipal Employment Relations Act. In this regard, there has been no determination as to the school districts to which Waterloo is comparable for purposes of compensating their professional instructional staff.

With regard to the manner in which the proposals of the Association and the District are to be calculated, the parties are in agreement. They both have employed the "cast forward" method, whereby the 1984-85 instructional

staff is placed on the proposed salary schedule of the Association and the District for 1985-86.

The percentage total package difference between the parties is significant. The monetary impact of the Association offer in percentage terms is 8.70%. It would increase all costs for teachers' salaries for the 1985-86 school year by \$108,681.

The District total package offer increases these costs by \$92,447 which represents a 7.40% increase in total compensation, wages and fringe benefits. The difference between the two offers is \$16,234 for a faculty of 44.6 F.T.E.'s.

Under the 1984-85 budget, teachers' salaries comprise 62.4% of all instructional costs. Under the Association proposal, teachers salaries for 1985-86 will comprise 66.4% of all instructional costs. The District's proposal would increase the teachers salary component of the percentage expended for instructional costs to 66.2%.

POSITIONS OF THE PARTIES

The Association Argument

The Association argues that the criteria applicable to this case are (d)-comparability; (f)-overall compensation; (g)-changes during the pendency of the proceeding; and (h)-such other factors taken into consideration in collective bargaining, etc.

The Association proposes that the Arbitrator employ two groups of comparables to determine this matter. The Association notes that the teaching faculties of the Eastern Suburban Conference School Districts range from 25 to 85 Full Time Equivalents (FTE) and the Average Daily Membership (ADM) ranges between 350 and 1,250 pupils. With the exception of the Williams Bay School District, the other Eastern Suburban Conference Schools are located close to one another. Waterloo is at the median in the size of its faculty, student population, state aids per pupil, equalized value, and tax levy rates.

To counter the District's argument concerning its financial condition, the Association argues that it is appropriate to look at the economic condition of the businesses and residents who are located in the District as compared to other school districts with the same economic character. The Association has used a 50 mile radius of Waterloo to identify school districts whose economic character is similar to Waterloo. The Association quotes from the decision of Arbitrator Yaffe in Rice Lake School District, (19977-A) 5/83 who observed that:

The Union's proposed comparables generally meet the foregoing criteria in that they approximate in size and comparables utilized by the parties in the past, most are as geographically proximate to the District as are the districts in its Athletic Conference, and they exclude urban districts and districts contiguous to them. Thus, in the undersigned's opinion, it is legitimate to utilize the Union's proposed comparables to the limited extent that they may reflect the general value of teachers settlements in the region, which in effect, constitute in most instances, the voluntary response of school districts and teachers' associations in the region to an economic environment which presumably has affected them all somewhat similarly. (Association brief at page 14)

Furthermore, the Association notes that Arbitrator Kerkman and Arbitrator Krinsky both deemed it appropriate to expand the list of comparables beyond the athletic conference in the School District of Fort Atkinson, (17103-A) 12/79; and (23009-A) 6/86. The Association argues that both sets of

comparables should be used by the Arbitrator in his determination of this case.

The Association argues that under the comparability criterion, its offer should be selected. In this regard, the Association argues that a benchmark analysis in this matter demonstrates the preferability of its offer. Table I reproduced below contains the traditional benchmark analysis presented by the Association. It concludes from that comparison and from the comparisons noted in Table III which is also reproduced below, that its offer more closely approximates the average salary paid by other Eastern Suburban Conference schools which have settled for the 1985-86 school year. The Association produced Table II in its brief reflecting the benchmark analysis for the settled area school districts. That table is not reproduced here, however, the argument gleaned from that data is identical to the one presented based on the data for Eastern Suburban Conference schools.

TABLE 1
1985-86 SETTLED CONFERENCE DISTRICTS

<u>District</u>	<u>BA Min.</u>	<u>BA, 7</u>	<u>BA Max</u>	<u>MA Min.</u>	<u>MA, 10</u>	<u>MA Max.</u>	<u>Sched. Max.</u>
Cambridge	15,425	18,418	25,495	17,530	22,873	28,975	31,892
Deerfield	15,125	18,035	22,400	17,550	21,915	24,825	26,765
Hustisford	15,420	19,463	22,832	17,116	24,094	27,196	29,217
Lake Mills	15,300	19,431	21,267	17,290	24,033	26,799	28,647
Marshall	14,925	18,507	20,895	17,313	22,686	25,671	27,462
Williams Bay	15,237	19,351	24,074	15,999	23,617	27,427	29,712
Conference Mean Salary	15,239	18,868	22,827	17,133	23,203	26,816	28,949
Association	14,880	18,452	20,832	16,777	22,817	26,843	28,058
Board	15,000	18,354	20,596	16,777	22,466	26,533	27,677

TABLE 3
SALARY DOLLAR DIFFERENCES FROM MEAN SALARY
WATERLOO TO EASTERN SUBURBAN CONFERENCE COMPARISON

	<u>BA Min.</u>	<u>BA 7</u>	<u>BA Max.</u>	<u>MA Min.</u>	<u>MA 10</u>	<u>MA Max</u>	<u>Schedule Max.</u>
1984-85	-297	-358	-1096	-290	-324	+200	-550
1985-86 (ASSN)	-359	-416	-1,995	-356	-386	+27	-891
1985-86 (BOARD)	-239	-514	-2231	-356	-737	-283	-1,272

Note: "+" designates above mean salary
"-" designates below mean salary

The Association notes that its exhibits demonstrate that the increases received by Waterloo Teachers over the last four years produced a 3.8% slippage when compared to the increases received by comparable districts over the same period of time. Furthermore, the Association notes that the increases generated at the benchmarks for teachers with masters degrees is from 4.5 to 4.9% under the District proposal while the increases received by private and public employees from employers located in Waterloo approximate 5%. The major thrust of the Association argument is that under the District's offer, the rookie teacher experiences a reasonable increase, but that is achieved at the expense of the experienced teacher. The District is able to achieve such unbalanced increases by discarding the established salary schedule and replacing it with a salary schedule which is based on flat dollar amounts at each experience or vertical step of the salary schedule. The Association views this approach as vindictive. In this regard, the Association summarizes the data presented at the hearing which demonstrates that the average dollar increase per teacher for the six Eastern Suburban Conference school districts settled for 1985-86 ranges from \$1,606 to \$1,828 per teacher. The Association notes that the average increase amounts to \$1,747 per teacher among the settled districts. The average package percentage increase is 8.61% and the average increase just for salary is 8.33%. The Association notes that the percentage increase for salary alone under its offer is 8.47%; the total package percentage increase for its offer is 8.70%, and the average dollar per teacher increase under its offer is \$1,759. Under the District's offer, the increase in salary percentage is 7.12%; the total package increase is 7.40% and the average dollars per teacher to be afforded a Waterloo teacher in 1985-86 would be \$1,480. The Association goes on to note that the largest dollar increase under the District offer is less than the average dollar increase per teacher generated by the settled six Eastern Suburban Conference schools.

The Association notes that the offers of both the Association and the District exceed the cost of living. The Association argues that the settlement pattern among the settled districts justifies an increase which substantially exceeds the increase in the cost of living.

The Association notes that teaching as an occupation is the subject of many studies which demonstrate the inadequacy of teachers salaries. In order to meet this market effect clearly identified by the studies, it is necessary to provide teachers with increases which exceed the cost of living. The Association maintains that the District's offer flies in the face of sound educational policy which would require gradual pay increases in the 1980s in order to effectively anticipate and meet the teacher shortages which are predicted for the 1990s.

The Association argues that the District offers no quid pro quo to justify any change in the structure of the salary schedule. The Association charges that the District attempts to get through arbitration what it has been unable to achieve at the bargaining table. In fact, the Association notes that in past bargaining, the differential between educational lanes was reduced to 2.55% in exchange for a higher increase in the base. There is no such mutuality in the District's offer which is before the Arbitrator. The Association notes that the imposition of the District schedule by the Arbitrator would reduce the BA to MA, and the BA to Schedule Maximum ratios inherent in the salary schedule structure present in the 1984-85 Agreement and which is carried forward by the Association in its proposal.

With regard to the criterion, the Interest and Welfare of the Public, the Association argues that this criterion is best met through the adoption of its offer. The Association quotes from the decision of Arbitrator Michelstetter who stated in Two Rivers School District, (19837-A) 4/83 that:

The best way to maintain a high quality professional staff is to pay employees consistently at a wage level which is appropriate for

their professional skills. Under the specific circumstances of this case, I conclude that the public's interest is better served primarily by paying employees at whatever the appropriate wage level for their services.

The Association anticipates the employer argument concerning the hard economic times faced by farmers whose property is located in the District. The Association discounts Board exhibits 18 through 21 showing that in excess of \$132,000 was lost to the District through its assumption of a special education program costing \$341,000. The Association maintains that it is the District which has spent its surplus of \$202,000 to pay for special projects. The Association argues that records maintained by the Department of Public Instruction demonstrate that this district spends approximately 103% of its budget. The Association notes further that the District received additional special educational funding amounting to \$132,000+ to help absorb the cost of assuming the special education programs. In fact, the Association notes that the mill rate for 1984-85 is less than it was in 1980-81.

The Association argues that the district is not as rural as the Employer would have the Arbitrator believe. In fact, the manufacturing and business presence in the school district is four times that of other comparable districts. The Association notes as well that its exhibits demonstrate that one out of ten farmers are in trouble. However, that indicates that nine out of ten are not in trouble. Furthermore, the Association notes that its data demonstrates that 45% of the residents of the District are employed in manufacturing. The Association concludes that this Arbitrator should follow the arbitral wisdom that the pattern of settlement is the best indicator of how districts similarly situated grapple with the economic problems confronting a geographic region. In this regard, the Association cites the decisions of: Imes in Mineral Point School District, (22727-A) 12/85 and Princeton School District, (22015-A) 4/85; Stern in Bowler School District, (25418) 3/86.

The Association asserts that any problems associated with the use of the property tax to support education is a reform which must be addressed to the legislature rather than through the arbitration process.

The Association maintains that the District has presented no data under criterion "c" to indicate that its economic situation differs from the economic condition of other comparable districts.

The Association anticipates the Employer citation of arbitral decisions where "low" awards were issued by arbitrators. The Association explains such awards on the basis that no pattern was established when those awards were issued. The Association feels betrayed through its agreement to implement an insurance program on January 1, 1986 which resulted in the District saving \$3,500. Yet, the District has forced an arbitration over \$16,000.

The Association argues that its proposal to increase the amount of the District's contribution for LTD and Life Insurance is reasonable. Under its proposal, half the teachers of the District would have those two benefits fully paid. The Association notes that Waterloo is the only district that did not contribute at 100% toward the cost of the LTD benefit.

With regard to noon supervision, the Association argues that the increase in the number of students to be supervised justifies the increase from \$675 to \$748.

The Association argues that high school chaperones for dances which occur during the evening hours are paid for their time. Therefore, the Association argues that elementary teachers who chaperone music concerts of elementary school students which are scheduled during evening hours should be paid, as well. The Association argues that these extra duty pay issues concerning noon

supervision and concert chaperoning are local issues where the use of comparables is inappropriate. The Association notes that the contract reopener issue inserted by the Employer through its provision for a date specific by which a notice to reopen negotiations is to be served, is moot. The Association has served such notice and the District has acknowledged receipt of said notice.

The Association concludes that its offer is the more reasonable of the two offers and should be selected by the Arbitrator to be included in a successor two year agreement.

The District Argument

The District argues that the Association attempts to alter the status quo in several components of its final offer. The District asserts that the Association proposes to abandon the status quo in its LTD and Life Insurance proposal; pay for concert chaperoning; increase pay for noon supervision and the use of comparables never used or referred to by the parties. The District maintains that even if the Association proposal on salary is the more reasonable, its coat tails are, ". . . neither strong enough nor long enough to carry these status quo alterations with it." (Employer brief at page 2)

The District then proceeds through a criterion by criterion analysis of the offers of the parties. The District notes that two stipulations of the parties are relevant to the Arbitrator's analysis. First, it notes that the parties have agreed to implement a new health insurance program as of January 1, 1986. The parties thereby have contained the increase in the cost of health insurance for the 1985-86 school year to be held at \$2,200 or at 3% for this item.

Secondly, the parties have agreed that the District will pick up the additional 1% of the employee's share of the Wisconsin Retirement System Contribution which adds an additional cost to the District of \$11,000.

The District argues that criteria (c)-Interest and Welfare of the Public; (d)-Comparability (e)-Cost-of-Living and (h)-Such Other Factors are determinative of this case.

The District argues that the interests and welfare of the public are best served by its offer. First, it notes that the Board of the District is elected. The most authoritative voice of the public which elects the Board is the Board. The Board presents a final offer which contains several goals. First, the Employer's offer represents what the Waterloo Community can afford. The offer provides substantial increases to staff. Third, the Employer's offer is fair. The District argues that the Arbitrator should take into account that:

Intrinsic in these assessments is the Board member's individual and collective knowledge of their neighbors and their community. The Board's offer reflects the community's economic and philosophical outlook. The citizens' optimism and pessimism and their relative wealth and poverty; and the citizens' view of the schools' role in the community, and how the schools are doing their job. These remain significant to the local decisionmakers. They should be significant to Mediator-Arbitrators.

Reams of neat, computerized figures generated on a regional or state-wide basis by a veritable army of specialists representing narrow self-interest should not obscure the fact that Board members are elected from the community to reflect and speak for the community in policy matters and to accord the citizens the right to throw out the elected representative who does not do his/her job

consistent with the community's interest. (Employer brief, page 7-8)

One purpose of the District's proposal is to provide high entry level salaries to entice students to prepare to enter the teaching profession and to attract the best entry level teachers to Waterloo. Board president Schoenherr testified how an index schedule, such as the one proposed by the Association, interferes with providing any substantial increase in the base salary for teachers. The District asserts that the negotiations with the local representatives of the Association resulted in progress toward the implementation of a salary which discarded the index and which would provide a higher base. However, once the regional representative of the Union was contacted, the Association promulgated an offer which was geared towards getting as much as possible for its members rather than coming to grips with a long term problem. It is the Board of the District which knows the concern of the public and has a feel for the economic ups and downs being experienced by the citizens of the District. In this regard, the Employer quotes Arbitrator Yaffe who noted that:

This objective (controlling local tax levies) cannot realistically be ignored in a predominately rural district at a time when the citizens in the District who are dependent upon the farm economy are experiencing such difficult economic times. New Holstein School District, (22898-A) 3/86.

The Employer argues that the application of the public interest criterion should result in rejection of the Association's demand for compensation for concert chaperoning. This activity is part of the traditional teacher responsibilities of the District. The Association proposal only encourages public perception of the teaching profession as one in which the demand is to receive more money for spending less time doing less work. Furthermore, the Employer notes that no other district, with perhaps one exception, provides any additional compensation for concert chaperoning.

The Employer argues that the public interest would be undermined if the Arbitrator were to grant a change in the status quo for LTD and Life Insurance premiums. These are matters which should be obtained through voluntary local negotiations. The District argues that its position on establishing a date certain for opening negotiations on a new contract, will prevent foot dragging. The District argues that the issues in this case are significant. To issue an Award in favor of the Association and thereby permit alteration to the status quo, would penalize the District and be contrary to the public interest.

The Employer argues that the Eastern Suburban Conference contains the school districts which are comparable to Waterloo. The Employer argues that the Association's second group of comparables is inappropriate. The Employer notes that in Johnson Creek an Eastern Suburban Conference school, the Association argued a 30 mile radius for comparability purposes. In Palmyra-Eagle, the 30 mile radius was proffered by the same Uniserv director before Arbitrator Marvin Hill, Jr.

The Employer notes that the Association applied three factors, per capita income, percent of employment in manufacturing, and percent of employment in agriculture in determining comparability. However, the data used by the Association's economic consultant Christensen Associates, is six years old. The Employer argues that the Arbitrator should eschew use of such sophisticated arguments in med/arb cases in favor of the use of analytical tools which may be gathered and understood by teachers and board members.

The secondary comparability group urged by the Association, the Employer argues, ignores size. Three of the districts proposed, Hamilton, Kewaskum and Slinger are three times the size of Waterloo. Hamilton is a Milwaukee suburb,

Campbellsport has twice the number of students as Waterloo. Fall River, which is closest in size to Waterloo is closer to the District's offer than the Association's.

Furthermore, the Employer notes that school districts are supported by property taxes, not income taxes. Per capita income, therefore, is an inappropriate criterion for establishing comparability. Furthermore, the Employer attacks the factors used by the consulting firm for establishing comparability. The Employer notes that employment in agriculture, as a factor, it takes no account of the jobs that are dependent although not directly in agriculture.

The District argues that the ratios of BA Base to Schedule Maximum of the District offer are more in line with the ratios of six of the secondary comparables proposed by the Association.

Nonetheless, the Employer argues that the Arbitrator should confine any comparability analysis to the school districts which comprise the Eastern Suburban Conference.

The thrust of the District's argument is that neither salary offer is unreasonable when compared to the settled districts of the Eastern Suburban Conference. For example, in 1984-85, Waterloo ranked 7th in the conference at the schedule maximum. Marshall and Deerfield, two settled districts, ranked lower than Waterloo at that benchmark. Under both the offer of the Association and the Employer, Marshall and Deerfield would remain at a lower rank than Waterloo, at that benchmark.

The Employer emphasizes that if the Association's offer is selected, then the BA base of the Waterloo School District would be the lowest of the conference. The Employer asserts that the Association has provided no data to justify such slippage.

The Employer prepared Table 4 which is reproduced below, to demonstrate that Waterloo has remained relatively constant over this four year period at the schedule maximum benchmark.

TABLE 4

<u>District</u>	<u>1980-81</u> <u>Sch. Max.</u>	<u>Rank In</u> <u>Conf.</u>	<u>1984-85</u> <u>Sch. Max.</u>	<u>Rank In</u> <u>Conf.</u>	<u>\$</u> <u>Increase</u>	<u>Rank Of</u> <u>Increase</u>
Cambridge	20,961	4	30,445	1	9,484	1
Hustisford	19,562	10	26,685	5	7,123	3
Johnson Creek	20,820	5	27,500	3	6,680	3
Lake Mills	21,158	3	27,149	4	5,990	4T
Waterloo	20,437	7	26,427	7	5,990	4T

Dodgeland	20,453	6	26,381	8	5,928	6
Williams Bay	22,230	1	27,885	2	5,655	7
Marshall	20,240	8	25,760	9	5,520	8
Deerfield	19,825	9	25,020	10	5,195	9
Palmyra	21,358	2	26,522	6	5,164	10

The District notes that both the Association and the Employer propose an increase of \$975 at the MA minimum cell. The \$975 increase exceeds the increase at this cell provided at Cambridge - \$795 and Lake Mills - \$904. Williams Bay, which has also settled for 1985-86 increased the minimum by \$984 to \$15,999 as compared to the \$16,770 provided at that cell under both the Association and District offers.

The Employer cites a fifth illustration to indicate the reasonableness of both offers. At the schedule maximum benchmark, Waterloo will slip from second to third under this benchmark. Williams Bay will rank second under either the District's or the Association's offer. In 1984-85, two districts ranked below Waterloo at the MA maximum benchmark. If the Dodgeland employer offer is selected, then Waterloo will rank above Dodgeland at this benchmark. If the Dodgeland union should prevail, then under either the Association or District offer, Dodgeland will move up a rank.

The District concludes that neither the offer of the Association nor the District will have a significant impact on Waterloo's rankings at the benchmarks among the districts of the Eastern Suburban Conference. The Employer concludes that the comparability criterion is not dispositive of this case.

The Employer asserts that the private sector wage information introduced into evidence is significant and supports its position. Perry Printing, which is located in Waterloo, concluded three year agreements with its unionized employees for 1985 at 2.8 and 2.9% with two employee bargaining units. In 1986, increases were at 2.7 and 2.8%. In 1987, the increases approximated 3%.

McKay Nursery employees received a 5% increase for fiscal year 1985. The unionized employees at Artcraft received no wage increase for the year July, 1984 through June, 1985. They received no wage increase in July, 1985. In October, 1985, their wages were reduced by 10%. In April, 1986, these employees encountered further wage reductions and cuts in benefits. Van Holten & Son provided no wage increase to employees in 1985. If there are to be increases in 1986-1987, they will be in the range of 2%.

The District points to its exhibits 14 and 15 which demonstrate the decline in land values for the farmers of the District. More than 55% of the land in the District is subject to and described by the data indicated in those board exhibits.

The Employer concedes that the above private sector data is not dispositive. It argues that it underscores the reason for the Board's concern for the property taxpayer, both rural and manufacturing which must finance an increase of 8.7%.

The Employer maintains that the Association's concert chaperoning is not supported by any of the comparables. Further, the Employer notes that no District pays \$19 per event for the kind of event for which the Union seeks compensation. The Employer maintains that conference schools treat the once or twice a year elementary school concert as an integral part of the teacher's responsibilities.

The Employer maintains that the comparables do not support the Association's proposal to increase the District's contribution toward the LTD/Life Insurance premiums. The Employer argues that no other district handles the premium contribution as proposed by the Association, under its proposal for an up to \$10 contribution for such premiums. The Employer notes that the Cambridge district provides no life insurance plan. Dodgeland provides the state group life plan and only pays 20% of the premium. Palmyra only pays one-third of the premium for life insurance. The Employer acknowledges that each of these districts do pay 100% of the premiums for LTD. The insertion of up to by the Association would result in the individualized computation of the LTD benefit for employees. For five years, the District has utilized the simple procedure suggested by the WEA Insurance Trust representative. Under this plan, the premium for each employee is uniform, without regard to the amount of salary received by that employee. The proposal of the Association would result in a substantial increase in bookkeeping. The Employer acknowledges that the Association proposal is likely to be in line with the dollar amounts paid by other districts for this benefit. However, the use of the term up to threatens to undermine a simple system which has worked in the past with additional computations. The Employer maintains that the resolution of the LTD/Life Insurance contribution should be left to the parties to resolve in their negotiations for 1986-87, since that article is subject to the reopener.

The District now turns and applies the cost of living factor to all the elements of the parties' proposals. The Employer notes that the cost of living increased by 3.7% from July, 1984 through June, 1985. The largest increase in the cost of living is in medical care. The impact on District employees of the increase in the cost of living of this factor is muted by the health insurance plan paid for by the Employer. In the 1983-84 and 1984-85 school years, the increases afforded teachers, far exceeded the increase in the cost of living which was 3.8% in 1983, 4% in 1984 and 3.8% in 1985. The Employer emphasizes that under its proposal, all employees would receive an increase which exceeds the cost of living. The lowest increase of \$975 for employees at the top of the BA+12 lane is 4.5%. Two other teachers would receive a 4.9% increase. All other increases would exceed 5%. Half the teachers would receive increases of 7.5% or better. Even if lane movement from one year to the next is excluded, 20 teachers receive a 6.5% increase. The Employer argues that the Association has not demonstrated why Waterloo teachers should receive an increase which is in excess of double the rate of increase in the cost of living. The Employer argues that there just is no rationale underlying an increase greater than that offered by the District for the 1985-86 school year.

The Employer cites two arbitration decisions which the Employer believe should be considered under factor h-other factors normally taken into consideration. First, in Fort Atkinson School District, (23009-A) 6/86, Arbitrator Krinsky accepted the total package offer of the District at 5.98% and \$1,843 total package costs per returning teacher over the 8.82% proposal of the Association. The Association's offer in that case was supported by

comparability data, however, the Employer's offer in that case best satisfied the public interest criterion.

The second award which the Employer, here, calls to the attention of the Arbitrator is the decision of Arbitrator Michelstetter in Delavan-Darien School District. In that case, the employer proposed an increase of 7% in salary only or \$1,670 per teacher. The Union there proposed an 8.3% increase or a \$1,977 per teacher. The Arbitrator in that case found that the comparables favored the Association. However, the employer offer did not impair the ranking of the district among its comparables. The Arbitrator found that the employer's offer was adequate for inflation and it met the interest of the public by controlling costs. The Arbitrator, therefore, selected the Employer offer, in that case.

The Waterloo School District refers to the bargaining which preceded the arbitration, in this case. In that bargaining, the Employer notes that proposals were exchanged between the Association and the Employer in an attempt to provide for flat dollar increases in the salary schedule. These negotiations came to naught when it came time to submit and exchange final offers. The Employer concludes that if money were the only issue, this case would be a toss up. Money is not the only issue.

The Employer asserts that under all the criteria applicable to this case, its offer is the more reasonable and should be selected for inclusion in the 1985-87 agreement.

DISCUSSION

In this section, the Arbitrator will first discuss and dispose of the comparability issue presented by the parties. The Arbitrator will then analyze each component of the parties' final offers by applying the appropriate statutory criteria to determine which proposal is to be preferred at each component of the parties' final offers. The matters at issue are determined in the following order: LTD/Life Insurance premiums; elementary noon supervision and concert chaperoning. The parties' final offers on the salary schedule issue will then be discussed. The Arbitrator concludes this award with the section in which he details the basis for the selection of the final offer to be included in the 1985-87 collective bargaining agreement between the Waterloo School District and the Waterloo Education Association.

Comparables

The parties agree that the school districts which comprise the Eastern Suburban Conference of which Waterloo is a member, are comparable to the School District of Waterloo. Accordingly, the school districts of Cambridge, Deerfield, Dodgeland, Hustisford, Johnson Creek, Lake Mills, Marshall, Palmyra-Eagle and Williams Bay are comparable to the Waterloo School District.

The Association suggests nine additional school districts located within a 50 mile radius of Waterloo to be comparable to Waterloo. The Association presented a study by the economic consulting firm of Christensen Associates in support of its position on comparability. Carl Degen, a member of the firm with a Ph.D. in economics testified at the hearing. He presented the data which demonstrates that the indicators: per capita income, percent of employment in manufacturing and percent of employment in agriculture support the conclusion that the nine additional districts of Campbellsport, Fall River, Hamilton, Horicon, Kewaskum, Lomira, Mayville, Orfordville/Parkview and Slinger are comparable to Waterloo.

The Arbitrator accepts the indicators used by Christensen Associates as a basis for identifying economic comparability among school districts. However, district size as measured by pupil population and faculty size as well as the geographic location of the district are important indicators in the

determination of comparability in the mediation/arbitration process. Furthermore, the equalized value of property available to the District for taxing purposes is another basis for establishing comparability among the districts.

The Arbitrator believes it is appropriate for the parties who are to be subject to the first arbitration award to cast about and identify the largest number of districts to which they are comparable. However, in this case, in light of the geographic location of the school district of Waterloo, that exercise is quite difficult. This district is located between Madison and Milwaukee. School districts located within a 50 mile radius of Waterloo will be subject to labor market influences imposed by these urban centers. Hamilton is located in the Milwaukee suburbs. Perhaps, it is Hamilton which points out the difficulty of employing a 50 mile radius or even a radius of 30 miles in identifying comparables to Waterloo. Because of its location, a tighter radius of no more than twenty miles is more appropriate. That would exclude all but Fall River from the Association's list. That district is much smaller in size than Waterloo.

Furthermore, Mayville, Horicon, Kewaskum and Slinger are much larger districts than Waterloo. The districts proposed by the Association are either too large or too small. Most are too far from Waterloo. The Arbitrator finds that none of the nine school districts proposed by the Association are comparable to Waterloo. The school districts which comprise the Eastern Suburban Conference are the districts to which the school district of Waterloo is comparable.

LTD/Life Insurance

Comparability

All the school districts of the Eastern Suburban Conference pay 100% of the LTD premium except Waterloo. The comparability criterion supports the Association proposal.

Interests and Welfare of the Public

The Arbitrator finds, contrary to the Employer's argument, that the criterion the interest and welfare of the public has little bearing on the disposition of this issue. With the increase in salaries, employees who participate in the LTD program shall bear an increase in the cost of the program. This represents a change in the status quo. To increase the amount of the employer contribution, also results in a change in the status quo. Any benefit which is tied to compensation levels, will change once compensation levels change.

Such Other Factors, etc.

The Association does not indicate why it proposes that the District pay up to \$10 per employee for each employee who participates in the LTD Program. The insertion of the language up to will alter the administration of the program from one based on the total premium to be paid by the Employer for all its employees who participate in the LTD program to one which limits the amount of the District contribution to the salary level of each individual employee participant in the program. The Association has demonstrated no reason for this change in program administration.

The Arbitrator concludes that the comparability criterion and the criterion-such other factors balance each other out. The Arbitrator concludes that the proposal of neither the Association nor the District is to be preferred on this component of their final offers.

Noon Supervision

There are five teachers who provide such supervision on a rotating basis. Each teacher who volunteers for this assignment performs the noon supervision

once per week. The annual compensation to elementary school teachers who provide noon supervision is included in Article XX of the parties agreement. With the exception of the dispute concerning noon supervision and concert chaperoning, the parties have provided for no increase in the \$15 and \$19 per event sums provided for in the 1984-85 agreement for the various activities listed in Article XX. Noon supervision is listed in Article XX.

The Association maintains that there are additional students to supervise.

The Association has failed to indicate the basis for increasing the compensation to noon supervisors by 10.8% when the compensation to be received by teachers who perform all other duties under Article XX receive no increase. Furthermore, any increases in compensation provided to teachers under Article XXI, the extracurricular pay schedule, is based upon a percentage of the BA base. If the Association offer were to be selected, the compensation increase would be proportionate to the increase in the base. Under the Association proposal, that increase is a little over 6%.

The Arbitrator concludes that the Association has failed to establish a basis for treating noon supervision in a manner different from other activities listed in Article XX. Therefore, the Arbitrator finds that the District proposal to maintain the compensation for noon supervision at \$675 is to be preferred.

Concert Chaperoning

The children in grades K through third grade put on a Christmas and Spring concert. Children in grades 4-6 also put on a Christmas and Spring concert. The concerts are scheduled during the early evening hour. The students are directed to report to classrooms. Teachers then escort the students to the room in which the concert is to be presented. Teachers work approximately 2 3/4 hours per concert. The matter of compensation for concert chaperoning has been the subject of extensive bargaining between the parties for at least five years. During the past year, teachers attempted to have the concert chaperoning treated as an inservice. The elementary school principal rejected that attempt by stating that paid supervision should be part of the negotiated agreement.

The Board of Education of the Employer views the Christmas and Spring concerts in the elementary school as an integral portion of the elementary school program. The teachers believe that the task of concert chaperoning outside of the normal school day should be reimbursed in the same manner and at the same rate received by high school teachers who chaperone high school dances.

The Association argues that comparability should not be applied to this component of the final offer.

The Arbitrator disagrees. A review of the comparables will indicate whether other school districts and their local unions believe that the task is one which is the proper subject for reimbursement. Furthermore, a review of how comparable school districts handle the matter will indicate the level of pay deemed appropriate for this task.

None of the school districts which comprise the Eastern Suburban Conference compensate teachers for elementary concert chaperoning. The Association argues that the Employer failed to demonstrate whether those concerts which occur at comparable districts were conducted during the day or during evening hours. It is true that such evidence was not presented at the hearing. However, the Employer demonstrated through documentary evidence that no district includes elementary concert chaperoning among its reimbursable tasks. There is no factual dispute that other districts have such concerts as

part of their elementary school program. Therefore, the burden falls to the Association to demonstrate whether such concerts occur during the teacher work day or during the evening hours.

The Association asserts that internal comparability, a comparison of the elementary school teachers to high school teachers dictates that concert chaperoning be reimbursed. However, it is clear from the testimony that for at least seven years, there has been a Christmas concert put on by children in the elementary grades. Elementary school teachers have been required to supervise these concerts. There has been no compensation provided to teachers who supervise these concerts.

From the record evidence, the Arbitrator concludes that the external comparables support the position of the District that the task of elementary concert chaperoning is not an extra duty which is the subject for extra compensation. Furthermore, the Association has not demonstrated any comparability between the chaperoning of high school dances and elementary school music concerts. The elementary school concerts have been a part of the elementary school educational program. There is no indication in this record that high school dances are similarly part of the educational program of the District. Therefore, the Arbitrator finds that the position of the District enjoys a strong preference on this issue.

Salary Schedule

Neither party presented any argument concerning the criterion the lawful authority of the employer. In its brief, the Employer concedes that it has the lawful authority to implement either offer.

None of the stipulations of the parties has a bearing on the salary schedule issue. However, there are stipulations which do impact on the overall compensation paid to Waterloo teachers. The total economic value of each offer is considered under the overall compensation criterion, below.

Interests and Welfare of the Public

The District places heavy emphasis on this criterion. The District argues that its Board which is elected by the citizens of the District speak on behalf of that public. They are in touch with that public. The District maintains that the Board has expressed its view as to the interests and welfare of the public on this matter through the final offers submitted by the Board of the District.

The Arbitrator does not find in the language of the statutory criteria that final offers of the Board are to be given any greater or lesser weight than the final offers of a Union as manifestations or expressions of the public interest. On March 27, 1986, the Mediator/Arbitrator notified the parties of his intent to arbitrate the matter. In said notice, the Mediator/Arbitrator afforded both the District and the Association with an opportunity to withdraw their final offers. If they had done so, the parties would have retained control over their dispute and the Board of the District and the bargaining committee and membership of the Association could have used whatever means they deemed appropriate to resolve this dispute. Between March 27 and May 2, 1986 neither the District nor the Association chose to withdraw their final offers. Instead, each for reasons known only to themselves, decided to submit the issues in dispute summarized above for determination through the processes of Sec. 111.70(4)(cm), Wis. Stats.

The District did provide salient evidence and data material to the criterion of the interest and welfare of the public. Board exhibit 14 contains data culled from the Wis. Ag. Reporting Service concerning the per acre land values with and without buildings of land located in Dane, Dodge and Jefferson counties for the years 1979 through 1984. In Dane County, property

valued at \$1,771 in 1979 appreciated to \$1,851 by 1981 and declined to \$1,513 by 1984. Land with buildings on it in Dodge County in 1979 was valued at \$1,646. By 1983, the value had appreciated to \$1,905. One year later in 1984, the value had declined again to \$1,624. Similarly, land with buildings located in Jefferson County which was valued at \$1,549 in 1979 appreciated in 1981 to \$1,776. It declined to \$1,578 by 1984. The value of land without buildings in these three counties shows similar fluctuations. In essence, the value of the land in 1984 is approximately the same as it was in 1979. This data demonstrates that the District cannot reasonably expect to raise increased revenues from appreciation in land values. For the most part, the trend in land values is downward. To raise additional funds, the District must increase its levy rate. Board exhibits 11, 12 and 13 demonstrate that the dollar amount levied in 1985-86 over 1984-85 increased by 18.9% in Waterloo; the greatest change of any Eastern Suburban Conference Schools. Furthermore, the levy rate increase over the period of 1981-82 through 1984-85 in Waterloo was the third largest at \$1.72 over that period. This data demonstrates that land located in the District is either depreciating in value or at best, maintaining its value. To raise additional funds, the District has increased its levy rate.

Waterloo contains a significant manufacturing presence in the District. The data submitted by local employers such as Perry Printing and Artcraft Press indicates they are providing raises to employees and are not undergoing the severe cutbacks reported in the arbitration award of Krinsky in the neighboring school district of Fort Atkinson, supra.

Board exhibits 18 through 21 and 18A through 21B demonstrate that the District will receive an increase in categorical state aids for special education as a result of its assumption of the special education program formerly administered by Jefferson County. The District projects an expenditure in excess of \$341,850 to support this special education program. Furthermore, the District will spend down the fund balance remaining in June, 1985 of \$202,000 to \$69,000 in large part to fund the special education program.

All of the above data support the District's offer which provides for less spending on teacher's salaries which constitutes a major portion of the District's budget.

Chart II demonstrates that the Association offer at the BA base benchmark places Waterloo further from the average at the BA base. The studies of the education field referred to by the Association all note that low starting salaries for new teachers fresh out of school should be raised. Perhaps, the teachers with many years of service believe they entered teaching when salaries were low. They may not be prepared to take less of an increase in the middle of their career to provide higher salaries to new teachers.

On the other hand, teachers who are beginning their careers will examine the salary schedule to determine what they may reasonably expect to earn in five years. However, in order to achieve the goal advanced by these studies referred to by the Association, clearly the rate of increase at the BA base benchmark will have to be greater than increases at the lane maximums of the salary schedule.

The District offer achieves this goal at the BA base benchmark. In the discussion below, the Arbitrator finds that the District proposal does not keep pace with the increases provided by comparable districts at benchmark maximums. The Association proposal to retain the percentage 15 step salary schedule does not contain the structural flexibility to permit reasonable growth in salary for teachers in mid-career while at the same time increasing the base salary at a rate which will achieve the goal of a competitive starting salary expressed in the arguments of both the Association and District. The Arbitrator concludes for all of the above reasons, that the

interest and welfare of the public does not support the Association proposal. On the contrary, this criterion provides substantial support for the selection of the District offer for inclusion in the successor agreement.

Comparability-As Applied to Salary Schedule

Charts I and II detail the salary levels paid by the other Eastern Suburban Conference Schools at the benchmarks. The charts demonstrate the level of change relative to the average salary paid among the comparables which would result from the implementation of the Association or the District final offer in 1985-86. Six of the nine comparable districts have settled for 1985-86. Two of the districts had offers certified for mediation/arbitration at the time of the hearing in this matter. The Arbitrator has constructed Chart II to reflect the average salary at each of the benchmarks by taking into account the six districts which have settled; by computing the average salary at each benchmark for the six districts together with the Union offers in Dodgeland and Johnson Creek; the salaries taking into account the settled districts plus the offers of the employers in Dodgeland and Johnson Creek. Furthermore, Chart II reflects the average salary excluding the data for Cambridge at the maximum benchmarks of BA maximum, BA lane maximum, MA maximum and schedule maximum. The Cambridge district does not place its teachers on its schedule in accordance with experience. Furthermore, there are few, if any, teachers at the maximum steps in Cambridge. Accordingly, the Arbitrator deems it appropriate to discount the data generated by the Cambridge settlement at the various step maximums listed above. However, the data at the base, BA+7, MA base and MA+10 for Cambridge are relevant and are fully considered in Chart II.

CHART I

1984-85

<u>District</u>	<u>BA</u>	<u>BA+7</u>	<u>BA Max.</u>	<u>BA Lane Max.</u>	<u>MA</u>	<u>MA+10</u>	<u>MA Max</u>	<u>Schedule Max.</u>
Cambridge	14,725	17,582	24,338	26,789	16,735	21,835	27,7660	30,445
Deerfield	14,100	16,830	20,925	22,745	16,375	20,470	23,200	25,020
Dodgeland	14,575	18,510	21,134	23,320	16,324	22,227	24,850	26,381
Hustisford	14,450	18,236	21,391	22,585	16,040	22,583	25,491	26,685
Johnson Creek	14,500	17,800	17,800	22,870	15,950	21,620	25,400	27,500
Lake Mills	14,500	18,415	20,154	24,172	16,385	22,775	25,396	27,149
Marshall	14,000	17,360	19,600	22,960	16,240	21,280	24,080	25,760
Palmyra-Eagle	13,959	17,100	19,612	22,334	16,053	21,706	23,730	26,522

1. This Arbitrator employs an additional benchmark, the BA lane maximum benchmark. This benchmark is identified at the highest lane which does not coincide with or is not equated with a masters degree in the salary schedule. This benchmark at the maximum step provides data with regard to the salary level achieved by a teacher who progresses through the bachelor degree lanes in the salary schedule.

Williams Bay	14,300	18,161	22,594	24,702	15,015	22,165	25,740	27,885
Waterloo	14,015	17,379	19,621	24,711	15,802	22,123	25,283	26,427
Average excluding Waterloo	14,312	17,777	20,839	23,609	16,124	21,851	25,061	27,039
Waterloo Rel. to Average	-297	-398	-1,218	+1,102	-322	+272	+222	-612

CHART II

1984-85

<u>District</u>	<u>BA</u>	<u>BA+7</u>	<u>BA Max.</u>	<u>BA Lane Max.</u>	<u>MA</u>	<u>MA+10</u>	<u>MA Max</u>	<u>Schedule Max.</u>
Cambridge	15,425	18,418	25,495	28,063	17,530	22,873	28,975	31,892
Deerfield	15,125	18,035	22,400	24,340	17,550	21,915	24,825	26,765
Dodgeland Assoc.	15,750	20,002	22,838	25,201	17,640	24,019	26,853	28,508
Employer	15,500	19,685	22,475	24,800	17,360	23,637	26,427	28,055
Hustisford	15,420	19,463	22,832	24,716	17,116	24,094	27,196	29,217
Johnson Creek Assoc.	15,750	N/A	19,050	24,810	17,350	24,010	27,710	29,930
Employer	15,975	N/A	18,725	23,845	15,525	24,225	26,905	29,245
Lake Mills	15,300	19,431	21,266	25,505	17,289	24,031	26,797	28,647
Marshall	14,925	18,507	20,895	24,477	17,313	22,686	25,671	27,462
Palmyra-Eagle								
Williams Bay	15,237	19,351	24,074	26,321	15,999	23,617	27,427	29,712
Waterloo (Assoc.)	14,880	18,452	20,832	26,236	16,777	23,488	26,843	28,058
Average W/O Cambridge								
W/Board			21,810	24,858			26,464	28,443
W/Assoc.			21,908	25,053			26,640	28,606
Settled	15,239	18,867	22,827	25,570	17,133	23,203	26,815	28,949
W/Assoc.	15,366	19,030	22,356	25,429		23,406	26,932	29,017
W/Board	15,363	18,984	22,270	25,258		23,385	26,778	28,874
Waterloo Board	15,000	18,354	20,596	25,961	16,777	21,980	26,533	27,677
Board	-239	-513	-1,760	+532		-1,223	-282	-1,272
Association	-359	-415	-1,524	+807		+285	+28	-8

The District offer for the 1985-86 school year is closer to the average at the BA base benchmark and BA lane maximum benchmark. The final offers of both the Association and the District are identical at the MA base benchmark. The Association offer is closer to the average at the remaining five benchmarks. The flat dollar increases proposed by the District results in deterioration relative to the average at the BA maximum, MA maximum and schedule maximum benchmarks. Since the 1984-85 schedule was far above average at the BA lane maximum, the District's offer would bring salaries at this benchmark closer to the average than the offer of the Association.

On the basis of the above data, the Arbitrator concludes that the comparability criterion favors the Association final offer.

Overall Compensation

The Arbitrator finds that a convenient tool for comparing total compensation among school districts is the computation-total package dollars per returning teacher. This computation employs the cast forward salary costs together with the dollar costs of all roll ups such as pension and social security and the costs of all fringe benefits. The increase in all these costs are added; the sum is divided by the full time equivalent teachers in the particular district.

The average total package dollars per returning teacher at the settled Eastern Suburban Conference schools are: Cambridge-\$2,204, Deerfield, \$2,535, Hustisford, \$2,297, Lake Mills-\$2,509, Marshall-\$2,396. There was insufficient data available to the Arbitrator to calculate the total package dollars per returning teacher to be paid in Williams Bay. If the Employer offers in Dodgeland and Johnson Creek are added to the five settled districts, the average settlement in total compensation for each returning teacher at the comparable districts is \$2,314. The District offer provides \$2,073 per returning teacher. The Association offer, \$2,437. The Board offer is \$241 below average. The Association offer is \$123 above that average. If just the settled districts are considered, then the average total package dollars per returning teacher is \$2,388. The Association's offer is \$49 above the average of the five settlements. The Association's offer is \$315 below that average. The above data clearly demonstrates that the Association final offer enjoys a strong preference on this criterion.

Cost-of-Living

The total package offer of the District is approximately twice the increase in the cost of living over the past year. The Association offer far exceeds that increase. This criterion supports selection of the District offer.

Such Other Factors and Changes During the Pendency

The decisions cited in the District's brief only highlights the differences which exist from District to District in the data submitted to the Arbitrator in each of these cases. To the extent Fort Atkinson has any bearing here, it was noted above in the discussion concerning the interests and welfare of the public. Other than confirming this Arbitrator's view that there are significant differences from District to District, the Arbitrator finds nothing in this criterion to favor the offer of one party over the offer of the other. Similarly, the Arbitrator finds no changes during the pendency of this proceeding, other than the settlements and certified final offers referred to above, which would have any impact on the outcome of this decision.

Summary-Salary Schedule and Overall Compensation

Not all factors are to be given equal weight. In addition, the margin of support provided by each criterion to the respective offers of the parties varies. After careful consideration of all the statutory criteria with regard

to the salary schedule and overall compensation issues presented in this case, the following are the results. The District offer is supported by the criteria-the interests and welfare of the public, and cost of living. The Association offer is supported by the comparability criterion and the overall compensation criterion. In this case, the interest and welfare of the public and the comparability criteria should be given equal weight. Overall compensation is provided with less weight than the two criteria mentioned above. The cost of living should receive the least weight.

This ranking reflects the nature of the dispute in this case. The essence of the conflict between these parties relates to the economy of the District; the schedule which best meets the present and future needs of the parties; and the total cost of settlement. With the availability of comparables, the cost of living and how it is to be viewed is reflected in the settlements of the comparable districts.

The extent to which each criterion supports the salary schedule issue is as follows. The criterion the interest and welfare of the public supports the District offer by an overwhelming margin. The comparability criterion favors the Association offer, but not by the margin of support which the District enjoys under the interest and welfare of the public criterion. Overall compensation presents additional strong, but not overwhelming, support for the Association position. Cost of living, although it bears little weight, it adds additional weight in favor of the District position. However, on balance, the above weighing process yields a slight preference for the Association offer on this important component of the parties' final offers.

SELECTION OF THE FINAL OFFER

To review, the offer of neither the Association nor the District is to be preferred on the LTD/Life Insurance component of the parties' final offers. The District proposal to retain the status quo on noon supervision for five teachers is to be preferred. In light of the limited impact of this proposal, it is given little weight.

The concert chaperoning component presents this Arbitrator with a difficult problem-the weight to be given to this issue. It effects some or all elementary school teachers. The cost impact to the District and dollar value to the teacher are minimal. Yet, this issue was vigorously litigated by the parties. Apparently, the elementary school teachers who perform the chaperoning feel they are being unjustly used. The Board of the District argues with fervor and a sense of right that chaperoning is part of an elementary school teacher's job. With the parties so poised, the Arbitrator can do no less than accord this issue some weight. Certainly, not the weight accorded to the salary schedule and overall compensation issues, but weight sufficient to be measurable, where in a close case, the balance of the scale may be tipped.

The Association proposal as a separate compensable duty bears no support among the comparables. The District position is to be preferred.

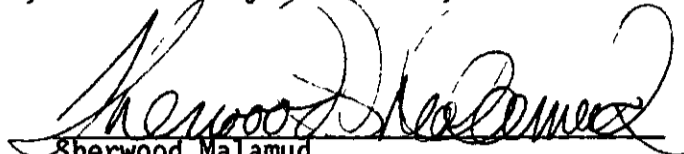
The remaining issue is the salary schedule. As carefully detailed above, the Association position on this issue is to be slightly preferred. In the absence of any other issue, the Arbitrator would have adopted the Association final offer for inclusion in a successor agreement. Since the status of concert chaperoning is to be given measurable weight in this dispute, the placement of that issue on the District's side of the scale serves to tip the balance in favor of the District's final offer.

On the basis of the above discussion, the Mediator/Arbitrator issues the following:

AWARD

Based on the statutory criteria found in Sec. 111.70(4)(cm)7a-h of the Municipal Employment Relations Act, the evidence and arguments of the parties and for the reasons discussed above, the Mediator/Arbitrator selects the final offer of the Waterloo School District, which is attached hereto, together with the stipulations of the parties, to be included in the 1985-87 Agreement.

Dated, at Madison, Wisconsin, this 16th day of October, 1986.


Sherwood Malamud
Mediator/Arbitrator

RECEIVED

DEC 04 1985

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

BOARD OF EDUCATION
WATERLOO SCHOOL DISTRICT

FINAL OFFER

Case 18, No. 35484, MED/ARB-3431

The Board of Education proposes that the terms of the 1984-85 Collective Bargaining Agreement between the Waterloo School District Board of Education and the Waterloo Education Association be the terms of a successor Collective Bargaining Agreement between the parties except as otherwise tentatively agreed by the parties and/or as proposed in the attached final offer of the Board.

Date: DECEMBER 3, 1985

By: James K. Ruhly
Representative, Waterloo School
District Board of Education

BOARD OF EDUCATION

WATERLOO SCHOOL DISTRICT

Case 18, No. 35484, MED/ARB-3431

1. Revise Article XV - FRINGE BENEFITS - as follows:
 1. The District will pay up to thirty dollars (\$30.00) for each physical examination required of a teacher.
 2. The District will pay twenty and one-half cents (\$.205) per mile for the use of a teacher's car for District responsibilities for the 1985-86 school year based upon the maximum allowed by the I.R.S. regulations. This rate will be adjusted whenever the I.R.S. revises its maximum.
 3. The District will pay a health insurance premium for the family plan at a rate of \$163.58 per month (which represents \$5 less than the full premium) and a single plan rate of \$65.02 (which represents the full premium) from September 1, 1985 through a date not later than 45 days following settlement or issuance of a mediator-arbitrator decision. Coverage will be that in effect during the 1984-85 term. Within that 45 days, the District will begin to pay a health insurance premium for the family plan at a rate of \$152.04 per month (which represents \$5 less than the full monthly premium) and a single plan rate of \$61.22 per month (which represents the full premium), through August 31, 1986. This coverage will be substantially equal to or better than that in effect during the 1984-85 term and will provide for preadmission review and a \$100 front-end deductible. Premiums in excess of the District's payments will be paid by the employee by payroll deduction.
 4. The District will pay five percent (5%) of each employee's salary as the employee's share of the Wisconsin Retirement System to January 1, 1986, and six percent (6%) thereafter, in addition to the required employer contribution.
 5. From September 1, 1985 to August 31, 1986, the District will pay six dollars (\$6) per month per teacher towards the purchase of a long-term disability insurance plan and a life insurance plan (other than the State Group Life Plan). Coverages will be substantially equal to or better than those provided during 1984-85. Premiums in excess of the Board's payment will be paid by the employee by payroll deduction.

6. The District will pay a dental insurance premium for the family plan at a rate of \$32.08 per month (which represents the full premium) and a single plan rate of \$10.58 per month (which represents the full premium) from September 1, 1985 through August 31, 1986. Dental insurance coverage will be substantially equal to or better than that provided during 1984-85. Premiums in excess of the Board's payment will be paid by the employee by payroll deduction.
 7. Should any of the above-stated insurance premiums decrease, no rebate or cash payment will be paid to any teacher.
2. SALARY: Increase base to \$15,000; increase each cell at steps 0-14 on 1984-85 schedule by \$975; increase each cell at step 15 by \$1,250.
 3. Revise Article XXIII as follows:
 - A. The provisions of this Agreement shall be effective as of August 21, 1985 and shall remain binding on the parties through August 20, 1987 except that salaries (Appendix A), calendar (Appendix B), Article XV and Article XXI will be subject to reopened negotiations for the 1986-87 portion of this Agreement provided notice is given by the party desiring same to the other party no later than May 1, 1986.
 - B. Change August 20, 1985 to August 20, 1987; no other change.
 - C. No change except date.