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In the Matter of Arbitration Between
PLYMOUTH EDUCATION ASSOCIATION

and

SCHOOL DISTRICT OF PLYMOUTH

Case 40 No. 43139 INT/ARB-5453

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

AWARD

Decision No. 26487-A

I. HEARING. A hearing in the above entitled matter was held on July 25, 1990, at the office of the Plymouth Joint School District, 125 Highland Ave., Plymouth, Wisconsin. Parties were given full opportunity to give testimony, present evidence and make arguments. Briefs and reply briefs were furnished. The first brief was received by the Arbitrator on September 27, 1990.

II. APPEARANCES.

ELLEN M. MAC FARLANE, Executive Director, Kettle Moraine Uni-Serv Council, appeared on behalf on the Association.

MULCAHY & WHERRY, S.C. by PAUL C. HEMMER, Attorney, appeared on behalf of the district.

III. NATURE OF THE PROCEEDINGS. This was a proceeding in final and binding final offer arbitration, pursuant to Section 111.70 (4) (cm) 6 of the Municipal Employment Relations Act of Wisconsin. On November 15, 1989 the Plymouth Joint School District filed a petition with the Wisconsin Employment Relations Commission alleging that an impasse existed between it and the Plymouth Education Association in collective bargaining. The Commission investigated through Jane B. Buffett, a staff member. Thereafter the Commission found on May 17, 1990 that the parties were deadlocked in their negotiations, that they had substantially complied with procedures of Section 111.70 (4) (cm) of the Act prior to initiation arbitration, and certified that the conditions precedent to the initiation of arbitration as required by the Act had been met, and thus ordered final and binding final offer arbitration. The parties, having selected Frank P. Zeidler, Milwaukee, Wisconsin, as arbitrator, the Commission appointed him on June 5, 1990.

In the analysis of offers, "Association" will be used to describe the Plymouth Education Association, and "Board" or "District" will describe the Plymouth School District.

IV. FINAL OFFERS.

A. ASSOCIATION OFFER.
(See Appendix I.)

B. DISTRICT OFFER
(See Appendix II.)

V. FACTORS TO BE CONSIDERED BY THE ARBITRATOR. Section 111.70 (4) (cm) 7 of the Wisconsin Statutes requires the Arbitrator to weigh certain factors.

"7. Factors considered. In making any decision under the arbitration procedures authorized by this paragraph, the 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. Comparisons of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceeding with the wages hours and conditions of employment of other employes performing similar services.

"e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

"f. Comparison of the 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 in private employment in the same community and in comparable communities.

"g. The average consumer prices for goods and services, commonly known as the cost-of-living.

"h. 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.

"i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

"j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

VI. **LAWFUL AUTHORITY OF THIS UNIT OF GOVERNMENT.** There is no question about the lawful authority of the unit of government to meet either offer.

VII. **STIPULATIONS.** The parties have stipulated to all other matters between them.

In referring to the stipulations between the parties, the Board cites these stipulations as accruing to the desirability of its offer:

- A teacher-mentor program with a payment of \$250 to \$500.
- 33% increase in summer curriculum pay (\$80 per day).
- 60% increase for multi-level classrooms (\$800 per year).
- 50% increase in sick leave days available for attendance on ill family members.
- Clarification of conditions for part-time teachers on allotment time.
- Definitions of parameters to be utilized in developing the school calendar.
- An increase in extra duty, extra-curriculum pay equal to the percentage increase in average teacher's salary.

Discussion. Such benefits as one or the other parties may claim they conferred on the other party in stipulations, and which benefits have dollar costs, will show up in total compensation along with all other costs. An independent evaluation of these claimed benefits will not be given here as to comparabilities for that reason, but total costs will be evaluated and compared. Also some of the new contract provisions bearing a cost can be considered a partial quid pro quo offered by the District for its proposal for 5% health insurance cost sharing by teachers.

VIII. COSTS OF THE OFFERS - Salary only. Salary schedule range is shown in an illustrative part by this next table.

Table 1.

RANGE OF OFFERS

1989-90	% Increase	BA Base	Schedule Maximum	No. of lanes
Association	4.9	\$20,654	\$35,269	9
Board	4.5	20,575	35,135	9
1990-91				
Association	4.6	21,604	36,892	9
Board	4.7	21,542	37,086	11

(Emp. Ex. 2, 3, 9, 11)

Costs are summarized in the following tables. One reflects Board estimates and one reflects Association estimates.

Table 2.

COSTS OF OFFERS
Salary Only, for 123.355 FTE
(Board Estimate)

1989-90	Salary Only	\$ Increase	% Increase	Average Teacher	\$ Inc.
Association	\$3,675,794	\$227,264	6.59	\$29,799	\$1,843
Board	3,661,798	213,248	6.18	29,689	1,729
(difference)		(14,016)	(.41)		(114)
1990-91					
Association	3,902,016	226,326	6.16	31,632	1,834
Board	3,891,063	229,697	6.27	31,546	1,862
(difference)		(3,371)	(.11)		(28)

(ER 6, 8, 10, 12)

Table 3.

COSTS OF OFFERS
Salary Only, for 123.36 FTE
(Association Estimate)

1989-90	Salary Only	\$ Increase	% Increase	Average Teacher	\$ Inc.
Association	\$3,675,798	\$227,268	6.59	\$29,799	\$1,842
Board (difference)	3,661,780	213,250 (14,018)	6.18 (.41)	29,685	1,729 (113)
1990-91					
Association	3,902,013	226,215	6.15	31,632	1,834
Board (difference)	3,890,853	229,073 (2,858)	6.26 (.11)	31,550	1,857 (23)

(Assn. 21a,b)

IX. COMPARABLE DISTRICTS. Both parties accept the school districts in the Eastern Wisconsin Athletic Conference ("Conference") as comparables. These districts are Chilton, Kewaskum, Kiel, New Holstein, Sheboygan Falls, Two Rivers and Plymouth. The District considers them as the primary comparables. Among these school districts, Plymouth, with 2,274 enrollment, had the highest enrollment and also the greatest percentage increase in enrollment since 1986. However, the District was exceeded in the number of teachers by Two Rivers in 1989-90. Plymouth was third in equalized value per member in 1989-90 (ER 19, 20, 21).

The Association for secondary comparisons used the school districts of Sheboygan with 571.19 FTE, Kohler with 38.52 FTE, and Campbellsport with 80.5 FTE for comparisons as districts within Sheboygan County. The Association also used an area pattern which included the previous districts and Brillion, Fond du Lac, Hilbert, Kimberly, Reedsville and Valders. Further, the Association made comparisons with state-wide averages.

The District strongly objects to making salary comparisons outside of the Conference, and cited arbitral authority to that effect. The District, however, in insurance payment comparisons utilized districts in Brown, Calumet, Kewaunee, Manitowoc, Ozaukee, Sheboygan and Washington counties.

Discussion. The Arbitrator operates under the concept that most types of comparisons have some value, but there are degrees of comparability in the sense of "likeness." Thus the primary comparables are those of the Conference and they will be given the greatest weight. The area comparables offered by the Association have a secondary or tertiary value only as have the area comparables offered by the Board in the case of insurance comparisons. State-wide comparisons contain too many compounding factors to have great weight here.

A. Tables relating to primary comparables.

Table 4.

RANGES OF SALARIES AT BENCHMARKS
IN CONFERENCE DISTRICTS (000)

	1989-90				1990-91			
	High	Low	Plymouth		High	Low	Plymouth	
			Assn.	Board			Assn.	Board
BA Min	20.9	19.4	20.65	20.57	22.1*	20.3	21.6	21.54
BA 7	25.7	24.1	25.79	25.69	26.9	25.3	26.98	26.90
BA Max	32.1	29.6	31.86	31.74	33.6	29.0	33.32	33.23
MA Min	22.6*	20.6	21.77	21.69	23.85	21.6	22.77	22.70
MA 10	31.4	28.5	30.22	30.11	32.8	30.0	31.61	31.52
MA Max	35.8	33.9	34.77	34.64	37.4	35.7	36.37	36.26
Sched. Max	38.1	35.0	35.30	35.13	40.7	36.7	37.08	36.89

* = Kiel Bd.

Table 5.

HISTORICAL RANKING OF PLYMOUTH AT BENCHMARKS
AMONG PRIMARY COMPARABLES FOR SELECT YEARS

Year	1985-86	1986-87	1987-88	1988-89
BA Min	4	5	1	2
BA 7th	3	3	1	1
BA Max	1	1	1	1
MA Min	4	6	4	4
MA 10	3	3	2	2
MA Max	3	3	4	4
Sched. Max	3	4	4	4

(Assn, 36-42)

Concerning the 1989-90 and 1990-91 offers and comparative ranking, four districts have settled. In two, including Plymouth, the matters are in arbitration. In one, Chilton, matters were reported as not settled. Ranking the Plymouth offers among the settled districts with offers in Kiel, produces the next table.

Table 6a.

RANKING OF PLYMOUTH AMONG FIVE (5) OTHER DISTRICTS
1989-90

1989-90	BA			MA			Sched.
	Min	7th	Max*	Min	10th	Max*	Max*
Assn. offer							
Kiel Bd incl	2	1	3	4	2	3	4
Kiel Assn incl	1	1	3	4	2	3	5
Board offer							
Kiel Bd incl	2	1	3	4	2	3	5
Kiel Assn incl	1	1	3	4	2	3	6

* = longevity

Table 6b.

RANKING OF PLYMOUTH AMONG FIVE (5) OTHER DISTRICTS
1990-91

1990-91	BA			MA			Sched.
	Min	7th	Max*	Min	10th	Max*	Max ¹ *
Assn. offer							
Kiel Bd incl	2	1	3	4	2	3	4
Kiel Assn incl	1	1	3	4	2	3	5
Board offer							
Kiel Bd incl	2	2	3	4	2	3	4
Kiel Assn incl	1	1	3	4	2	3	4

* = longevity
(ER 24-30)

Average wage increase per FTE in the conference district settlements are reflected in the next table.

Table 7.

COMPARISON OF OFFERS WITHIN ATHLETIC CONFERENCE DISTRICT
AND PLYMOUTH OFFERS, 1989-90 AND 1990-91

District	1989-90		1990-91	
	Wages and Longevity	% Inc.	Wages and Longevity	% Inc.
Kewaskum	1,850	6.31	1,975	6.33
Kiel Board	1,766	6.10	1,866	6.00
Assn.	1,690	5.80	1,742	5.60
New Holstein	1,700	5.80	1,804	5.82
Sheboygan Falls	1,896	6.77	1,899	6.35
Two Rivers	1,601	5.35	1,602	5.10
Plymouth Board	1,729	6.18	1,862	6.27
Assn.	1,843	6.59	1,834	6.16

From the foregoing, a ranking of Plymouth offers can be developed, which is expressed in the next table.

Table 8.

RANK OF PLYMOUTH OFFERS FOR 1989-90 AND 1990-91
AMONG COMPARABLES FOR DOLLAR INCREASE* AND PERCENTAGE INCREASE

	Board Offer		Association Offer	
	w/Kiel Bd	w/Kiel Assn	w/Kiel Bd	w/Kiel Assn
A. Dollar Increase				
1989-90	4	3	3	3
1990-91	4	3	4	3
B. Percentage Increase				
1989-90	3	3	2	2
1990-91	3	3	3	3

* = Average wage and longevity increase

B. Table derived from Association Exhibits 54 and 56.

Table 9.

AVERAGE SETTLEMENT,
DOLLAR AND PERCENTAGE INCREASE

District	1989-90		1990-91	
	\$ Inc.	% Inc.	\$ Inc.	% Inc.
Brillion	1620	6.00	1830	6.40
Campbellsport	1801	6.70		
Fond du Lac	2055	6.18	2135	6.04
Hilbert	1750	6.53		
Kimberly	1812	6.00	1924	6.00
Kohler	1805	5.60	1885	5.58
Reedsville	1844	7.25	1737	6.37
Sheboygan	1951	6.05	1956	5.72
Valders	1631	6.10		
Average	1808	6.27	1911	6.02
Plymouth				
Board	1727	6.18	1862	6.27
Association	1843	6.59	1834	6.16

C. State Wide Averages. Association Exhibit 58 reports that the average dollar increase for returning teachers in 1989-90 was \$1840, based on 249 districts with 29,851 FTE weighted. The benchmark percentage increases for state-wide averages ranged from 4.84% to 5.43%. In CESA 7, which contains the Plymouth District, the average dollar increase per returning teacher was \$1918 based on 22 districts with 2987 FTE. In 59 districts with 100 to 299 FTE, the average dollar increase per returning teacher was \$1789.

Association Position on Wage Comparisons Summarized.

The Association averaged the dollar increase per FTE for 1989-90 and 1990-91 for Kewaskum, New Holstein, Sheboygan Falls and Two Rivers, and compared the results with the Plymouth offers. This results in the following information:

Table 10.

	1989-90		1990-91	
	\$/FTE	% Inc.	\$/FTE	% Inc.
Average of 4 Districts	1762	6.01	1820	5.90
Assn Offer	1842	6.59	1834	6.15
Board Offer	1729	6.18	1857	6.26
Differences				
Association	80	0.58	14	0.25
Board	-33	0.17	37	0.36

The Association says that while at first glance it would appear that the Association offer is to be preferred for 1990-91 and the Board offer for 1989-90, it must be considered that the Board offer on insurance will cost the individual teacher \$66 for out of pocket expenses. When this figure is included in the Board offer it reduces the Boards offer significantly and the Association offer is therefore the more reasonable. This is particularly true when the Board offer also reduces the income of a teacher with a family by \$181 per year for insurance with the requirement of a 5% teacher contribution.

The Association, using a similar comparison of dollar and percentage increases per FTE among the nine area schools says that the Association offer for 1989-90 will be \$34 more than the nine (9) district average whereas the Board offer will be \$79 less. For 1990-91, the District offer is \$54 less, while the Association offer is \$77 less, but the figures thus calculated do not take into consideration the loss teachers will incur from the 5% requirement for contribution toward health insurance.

The Association, noting state-wide dollars per returning teacher average \$1840, points to the fact that the Association offer is \$2 above this figure, while the District offer falls \$111 below. The Association states that although the State figures are weighted, they are statistically the most correct.

The Association disputes the contention that the Board's offer maintains a position substantially above average among the comparable districts. While the Plymouth teachers are not in a catch-up situation, yet all benchmarks should be viewed critically, not just the lower ones. Though 82.59 out of 123.355 teachers or 67% are in the BA lanes, yet 63.13 of those teachers or 51% of the bargaining unit have moved beyond the BA Minimum, BA-Step 7 and BA Maximum salary steps. The Association also disputes the contention of the District that its offer improves the position of teachers at the benchmarks where the preponderance of teaching staff is located. Rather 72.52 FTE or 59.5% of the bargaining unit are at step 10 or higher in the schedule.

The Association also disputes a contention that the Board offer will improve the position of Plymouth teachers. The Association says that under the Board offer for 1989-90, Plymouth teachers will lose ground at the BA Min, BA Max w/Long and MA-Step 10 benchmarks, and fall below or farther below the average at MA Min and Sched. Max w/Long. In 1990-91, the teachers would lose ground at four benchmarks: BA Max w/Long, MA-Step 10, MA Max w/Long, and Sched. Max w/Long.

The Association argues that to rely on benchmarks for comparison in the instant matter is only of limited value because of the restructuring in Kiel, Kewaskum, New Holstein, Plymouth and Chilton. These compromise the use of benchmark comparison. The average dollar increase is more valid and since the Board offer contains a 5% contribution to insurance, the Association offer becomes the comparable to increases in the Conference.

District Position on Wage Comparisons Summarized.

The District refers to the 1978-89 contract between the parties. It notes that 82.59 FTE teachers out of 123.355, or 67% of the bargaining unit were in the BA lanes. Of teachers in the maximum or longevity steps, only one had reached the schedule maximum. Thus the BA lanes and the lower MA lanes should be reviewed more critically. The following is abstracted from a table provided by the District.

Table 11.

PLYMOUTH SALARIES AT BENCHMARKS
RELATING TO CONFERENCE AVERAGES
1987-88 AND 1988-89

	1987-88		1988-89	
	\$	%	\$	%
BA Min	339	1.87	415	2.15
BA 7	496	2.19	625	2.61
BA Max w/Long	868	3.14	1191	4.08
MA Min	24	0.12	97	0.47
MA 10	409	1.53	576	2.04
MA Max w/Long	-370	-1.17	-90	-0.27
Sched. Max w/Long	-1094	-0.35	-84	-2.45

The District argues that therefore the substantial majority of Plymouth teachers enjoy salaries significantly above the average. The District in a similar chart shows that this relationship has existed since 1984-85 and Plymouth teachers are not in a catch-up situation.

The District presented a chart of information on the relationship of the current offers to the averages of the settled districts plus the Board or Association offer in Kiel. This is the abstracted result:

Table 12.

DIFFERENCE BETWEEN OFFERS IN PLYMOUTH
AND AVERAGE CONFERENCE BENCHMARK SALARIES

	1989-90				1990-91			
	Board		Association		Board		Association	
	\$	%	\$	%	\$	%	\$	%
BA Min	426	2.12	627	3.14	568	2.71	795	3.83
BA 7	690	2.76	898	3.61	877	3.37	1089	4.21
BA Max w/Long	954	3.10	969	3.15	1178	3.67	1217	3.80
MA Min	(29)	-0.13	99	0.46	108	0.48	460	2.07
MA 10	544	1.84	648	2.19	566	1.83	869	2.83
MA Max w/Long	(85)	-0.25	(184)	-0.53	(132)	-0.36	(207)	-0.57
Sch Max w/Long	(1112)	-3.07	(1245)	-3.42	(1188)	-3.10	(1299)	-3.38

The District says that, viewed over a longer period of time, the salary structure in Plymouth has improved measurably and will improve further under the Board offer. The Board offer improves or maintains the position of Plymouth under the benchmark where the preponderance of teachers are located.

The District in supporting its contention that a "catch-up" is not needed here supplied a chart which showed that the average salary increase at benchmarks in Plymouth from 1984-85 to 1988-89 exceeded in every year the average among the Conference districts.

The District also contends that the arguments of the Association for its offer are narrowly focused on average per teacher increase without considering other relevant information such as total compensation, benchmarks, ranking, and relationship to comparable districts; and whether Plymouth has been improving or losing ground among other things. The District also contends that the average teacher salary increase is \$1862 and not \$1857 as the Association contends because the Association has refused to cost the value of the two additional lanes in the District's offer. These two lanes should be considered because they are a quid pro quo for the District's insurance proposal.

However, even if these additional monies attributable to the lane proposed by the Board were excluded, the Union offer comes to an average of \$94 or .83% per teacher above comparable districts; while the Board offer without the additional lane cost is \$4 or .53% above the average and therefore comparable.

The Board also asserts that the Plymouth offer in its totality fares very well with Two Rivers, New Holstein, Kewaskum and Sheboygan Falls in particular.

Discussion. From Table 2 foregoing, it is evident that the offers, constructed slightly differently as to percentage increases per cell, come out with about an \$11,000 difference in two years with total salary going from about \$3.7 million to about \$3.9 million in the two years involved. This is about a 0.38% difference in the first year, between the estimated costs of salaries, with the Association offer being high. In the second year there is a difference of about 0.08% in estimated salary only costs, with the Board offer high. The dollar cost, however, is about \$26,000 higher for the Association offer for the two year period, or about a .34% total cost higher for the Association offer.

The effect of the offers in the ranking of Plymouth in the Conference districts is shown in Tables 4, 5, and 6. Both Plymouth offers maintain relatively high status in the BA lanes, are still above average or average in the MA lanes, but fall behind at the Schedule Maximum. Under the District offer, Plymouth falls further behind in rank than under the Association offer.

Both offers for 1989-90 fall behind the 1988-89 ranking at the BA Maximum but gain at the MA Maximum. The Board offer for 1990-91 loses status at the BA 7th Step, but gains at the Schedule Maximum.

According to Table 8, the Plymouth increases in average salary for 1990-91 would lose one place going from rank 3 to rank 4, if the Board offer in arbitration at Kiel prevails. There is a slight lag in rank under the Board offer.

Table 7 shows that by taking the highest percentage offer in the undecided Kiel case, and averaging the percentage increase, the Board increases in both years exceed the average of settled Conference districts in percentage.

The evidence also shows that the Board offer is substantially above average for the lower benchmarks, but falls behind at the maximum steps. This is a negative factor for the Board offer.

Both salary offers then have a degree of reasonableness because of the closeness of their results in salaries only. The Association is arguing that because of the introduction of the 5% contribution toward medical insurance costs, the Association offer is superior. Such an argument is considered later when the issue of health insurance is considered, and again in the consideration of total cost as to comparability. Here the issue will be confined to wage offers standing independently.

It has been an opinion of this Arbitrator that if an Employer offer in payments does not lose too much rank among comparables, is generally in the same position of competitiveness as in the past, and there is no need for a catch-up; the Employer need not make a greater effort to meet the statutory criterion of comparability. That principle is applied here. Tables 5 and 6 show the Board offer to maintain rank among Conference comparables, except at Schedule maximum. The Arbitrator then considers that offer to be reasonable and meeting the criterion of comparability.

It should be noted that according to Table 9 the Board offer does not compare with the area districts outside of the Conference. The District strenuously opposes use of any comparables for salary except for those of the Conference. They are a factor for the Association offer, as is the comparability with state-wide averages, in the opinion of the Arbitrator. Nevertheless, the preponderance of the weight here rests with the comparability of the Board's offer within the Conference.

As to the value of comparisons of average dollar or percentage increase, such comparisons have, of course, considerable usefulness, but the weightiest factor is the sum of actual dollars paid at a given level in a comparable schedule. Under this type of comparison, the District offer is comparable.

XI. COMPARISONS OF PUBLIC EMPLOYEES IN THE SAME COMMUNITY.

One exhibit from the Association dealt with the salaries of other public employees in the Plymouth area. Association Exhibit 57 gave a list of administration salaries from 1989-90. Salaries among the nine administrators listed ranged from \$31,250 with 205 days of work to \$54,000 with 240 days of work in 1989-90. Salary increases rose from \$2,200 to \$3,100 for 1989-90. Percentage increases ranged from 5.55% for the highest administrative salary to a level of 7.97% for another, but lesser paid administrator.

In 1990-91, administrators' salaries ranged from \$35,100 to \$51,700 and raises ranged from \$1500 to \$4400. Working days ran from 200 to 240, and daily rates fell between \$215.45 and \$167.14.

Positions of the Parties Summarized. It is the position of the Association that the administrators' settlement supports the Association's offer as being closer to the administrators' settlement. The average rate for 1989-90 for an administrator was an increase of \$2683 or 6.86%. This compares with the average increase of a teacher at a top step of a lane of 4.0%. The average increase per returning teacher for the Board's offer in 1989-90 was 6.18%. The average administrator would receive an increase of \$954 more than the average teacher increase.

The Association notes that the average raise per administrator on 1990-91 was \$3050 (or an average of 7.74%). This is compared to the average teacher increase of \$1834 under the Association offer (a 6.15% increase).

In 1989-90, the Association's offer is closer to what the administrators will receive, and in 1990-91, the Association's offer will also be closer when the cost of insurance to the teachers is subtracted from the Board's offer. The Association contends there is no reason for the disparity of treatment among Board professionals.

The District argues that the Association has disregarded the fact that administrators work a longer contract year, and this condition yields a per diem rate of pay for administrator of between \$167 and \$215 per day. These rates compared with the \$120 per day of a teacher at the minimum rate and \$196 per day at the maximum, so there is overlap between the teachers and administrators.

Also the compensation for administrators is related to their performance. It is unreasonable to compare a schedule based on performance with one based on seniority and education.

Discussion. The information on comparisons of pay increases in the Plymouth area indicates that school administrators received a higher dollar increase for each administrator than the average teacher will receive, and also that, for many administrators, but not the District administrators, the percentage increases will be higher. The comparison here on this factor on public wage comparisons in the same area afford the Association offer only a slight weight as being more reasonable. The factor of performance figured into the payment for administrators reduces the weight that might be attributed to the comparability of the Association's offer to average administrator salary increases.

XII. COMPARISONS OF THE OFFERS WITH PRIVATE EMPLOYEE COMPENSATION. This factor was not addressed by the parties.

XIII. BENEFITS - HEALTH AND DENTAL INSURANCE. The parties placed heavy emphasis on their offers on health and dental insurance premium payment.

According to Association Exhibit 70, in 1988-89, the monthly premium at Plymouth for family health insurance was \$222.07 and for a single person it was \$81.19. The family premium was paid by the Employer to 99.2% and the single premium was paid by the Employer to 99.3%. Among the seven Conference districts, the family premium in Plymouth in 1988-89 was fifth highest and the single premium was 4th highest. All other districts in the conference in 1988-89, but Plymouth, paid 100% of both single and family premiums.

The 1989-90 family premium went to \$275.37, a 24% raise. The single premium went to \$100.67, also a 24% raise. Again the family premium was 5th in rank as was the single premium. It must be noted that the premiums at Chilton, Two Rivers and Sheboygan Falls are closely grouped in costs with the Plymouth premiums.

For dental insurance in 1988-89, the Plymouth family premium was \$40.80 and the single premium was \$11.25. The premiums were paid 100% by the Employer, as were all dental insurance premiums in the Conference. Premium costs in the Conference range from \$36.85 for the family in Sheboygan Falls to \$48.53 in New Holstein. Single premiums ranged from \$10.00 in Sheboygan Falls to \$16.00 in New Holstein. In 1989-90, the Plymouth family premium was \$44.47, a rise of 9%. The single premium at \$12.26 also rose 9% (Assn. 71).

The health insurance deductibles in each Conference district was \$100 per person. For the family deductibles, Plymouth and Sheboygan had a \$300 deductible and Kewaskum and Two Rivers a \$200 deductible (Assn. 72).

As for Employer exhibits, the following is abstracted from Employer Exhibit 40:

Table 13.

PLYMOUTH HEALTH AND DENTAL INSURANCE PREMIUMS
COMPARED TO CHANGES IN THE MEDICAL CPI

Year	Health Insurance		Dental Insurance		Medical	
	Family	%Inc*	Family	%Inc*	CPI Inc	%*
81/82	94.52		28.74		295.4	
87/88	192.02	11.6	40.70	0.0	462.1	6.8%
88/89	222.07	15.6	40.80	0.2	493.1	6.7%
89/90	275.37	24.0	44.47	9.0	530.2	7.5%
90/91	336.23	22.1	49.36	11.0		

* = Percent above previous year

District Exhibit 41 reported the increase of family health insurance premium from \$83.50 in 1980-81 to \$336.23 in 1990-91, which is an actual percentage increase of 400.7%. However, this exhibit added the annual percentage increases, which came to a total of 156.04% as compared to an annual percent of tax levy increase which when totaled came to 62.57%.

The next table is derived from Board Exhibit 42.

Table 14.

COMBINED HEALTH INSURANCE COSTS
AS PERCENTAGE OF WAGE AND LONGEVITY AND TOTAL PACKAGE

Year	\$ Cost	% of Wages and Long.	% of Total Package
86-87	250,284	8.28	6.11
87-88	268,284	8.28	6.14
88-89	323,366	9.38	6.84
89-90			
Board	389,971	10.65	7.71
Association	389,971	10.61	7.69
90-91			
Board	452,603	11.63	8.38
Association	472,700	12.11	8.70

District exhibit 43 reported that for 1988-89, all Conference districts paid 100% for single and family health insurance premiums, except Plymouth, in which the Employer did not pay for transplant coverage. This condition still prevails in the 1989-90 school year except at Chilton where the issue was not settled (Bd. Ex. 44).

In the year 1990-91, however, the Kewaskum Board will pay 96.5% of the insurance as of 12/90. In Kiel, a Board offer is for 95% of the payment. In New Holstein, an Arbitrator's decision has resulted in a Board offer at 95% being accepted. In Sheboygan Falls and Two Rivers, the Boards pay 100%. Thus of four settled districts in the Conference for 1990-91, two districts pay full insurance costs and two do not.

The Board Exhibit 46a-c presented a list of 44 districts in seven counties near Sheboygan. Thirteen of these districts were not settled for 1990-91. Of the 31 settled districts, 18 districts paid 100 percent or full cost of the single premium. Thirteen districts paid full costs or 100% for both single and family premiums. The Districts varied in staff from 1011.15 FTE to 17.38 FTE.

At the hearing, the Board presented as a witness, Andrew J. Serio, principal benefit manager of a consulting firm, Hood-Serio Associates Incorporated. Mr Serio provided health benefits consulting service to a CESA-7 consortium of 14 school districts, of which Plymouth is a member. This benefit consortium, according to Mr Serio, receives an improved rate with Blue Cross/Blue Shield because it has a group of 1370 subscribers among the school districts. There are about 216 subscribers in the Plymouth District. It was the testimony of the consultant that it is difficult for an underwriter to project costs in claims for a small number of subscribers as in a single district. Although the consortium has been able to accept a lesser rate than originally proposed by underwriters, rates have gone up about 20% a year over the last couple years. The consultant described the Plymouth plan as a "Cadillac plan," with "extremely liberal benefits" (TR 91).

The consortium has three levels of benefit. The consultant judges that the consortium is looking forward to premium increases that could be above 20%. Therefore, there should be a plan design to contain costs. Such a design would include co-payment (TR 101). The Plymouth past insurance plan included a plan called "The Advantage Program" which was to help control utilization of hospital costs, which amount to between 40 and 50 percent of claims (TR 106).

The consortium held a meeting in the Spring of 1988 in which the consultant presented summaries of experience. Some members of the Plymouth Education Association attended this meeting, but it was a meeting for representatives of the consortium.

The consultant considered that bidding out a plan with no changes every year would find only a limited market, and then the plan would need to be insured for two or three years.

Four other districts in the CESA-7 consortium have a plan like Plymouth, but with some differences (TR 124). Trends in medical insurance which increase costs are medical inflation, cost shifting, utilization, technology, catastrophic care, malpractice, government mandates, and plan design. The only cost control currently lies in plan design (TR 130, 131).

The Board also introduced a series of exhibits (Exhibits 48 to 74) which were published discussions in journals and other documents about the increasing concern of employers in controlling health care costs and about the movement of employers in bargaining to have the organized employees share some of the burden of the premiums. Emphasis was placed in some articles on the cost of the new technology, including transplants.

Association Position on Health Insurance Summarized

In relation to the parties' health insurance offer, the Association states the following positions:

- The Board's 1990-91 salary offer does not offset or buy out a proposed employee contribution to monthly health insurance premiums. When the Board's insurance proposal is applied to the salary proposal, the teachers will not keep pace with comparables. The average settlement of the comparables is \$1820 and when the real value of the Board's 1990-91 salary and insurance proposal is totaled, it will be \$1857 minus \$181 for a family premium, or \$1676. It will be \$1857 minus \$66 for a single premium or \$1791. Adding \$1676 and 1791 and dividing by 2, the average amount of \$1734 thus arrived at establishes the real value of the Board's 1990-91 offer. This is \$86 less than the comparables' average of \$1820.
- The damage to the employees goes beyond the 1990-91 year and places one party in an inferior starting position. The Association would be at a permanent disadvantage in all future bargains. The Board's offer is therefore not a quid pro quo.
- In the 1989-90 rates, Plymouth was \$11.33 a month lower for the family plan and \$6.19 a month lower for the single plan than the average conference premium rates. The rate increases in Plymouth are not so extreme as to force premium sharing, especially when comparable school districts will be maintaining 100% Board paid premium.

- In the settlements among the Conference comparables, no clear pattern has emerged. Two districts will pay 100% coverage and in two districts teachers will contribute some payment. The New Holstein contribution on the part of teachers came as the result of an Arbitration award, and in Kewaskum teachers voluntarily agreed to an employee contribution based on a quid pro quo that included an improved salary index, higher average dollars per returning teacher, improvements in curricular salary, language on a voluntary early retirement, and other benefits. The Plymouth Board did not offer a quid pro quo. However, in Plymouth the teachers have voluntarily contributed to the cost of health insurance since 1988-89.
- Due to increased premiums, the cost of employee contribution will adjust itself in future years, compounding the negative impact of its existence. The prospective increases in health insurance will mean that the employees will be paying a higher premium for health insurance each year in the future while the District will have salary offers only somewhat near Conference averages.
- The District has failed to meet the burden of proof to justify a change in the status quo, and that shifting the cost of health insurance premiums to the teachers will not produce cost containment for the District. Contract language on premium co-payment schemes should be made by voluntarily agreed to cost containment strategies in exchange for a quid pro quo.
- The Board's participation in an insurance consortium stifles collective bargaining on the insurance issues. Teachers are effectively kept out of the decision making process on what changes will occur in insurance plans by a consortium consisting only of administrators. A meeting of the consortium at which teachers were invited was to impart gloom and doom about the insurance crisis and no real dialogue occurred about the problem solving strategies. Administrators through the consortium impose parameters on what will be available from the insurance companies.
- The District has not demonstrated a need for a change. Plymouth rate increases are not disproportionate to comparable districts. The Association has not been intransigent in the collective bargaining process. The collective bargaining process is the proper forum for deciding health insurance issues. The Board itself while relying on Conference issues for salaries, uses national trends to press its claims.
- As to the District's comparison of insurance premiums with a medical care CPI and tax levies, there is no relation between them and no evidence that the parties ever relied on the medical care component for comparisons. The medical

care component of the CPI includes, for example, consumer out of pocket expenses for medical commodities and services, and therefore has no validity to the insurance premium comparisons. Similarly there is no direct relation to show that the health insurance costs are using up a greater portion of the costs absent all budgetary figures used to compute the tax rate.

- The District argument that the Association refused to agree to any actual cost saving measures after it had agreed to study health insurance costs has no merit. The Association did participate in a study committee, but no specific recommendations came from the committee to include in the next contract. The District wants teachers to shoulder the cost of an insurance plan developed by administrators without participation by teachers in the decision making process. The superintendents made the plan described as "Cadillac" and limited the bidding out. Then they want to negotiate with the teachers after the pertinent decisions have been made.

- Permanent cost containment cannot be made simply through cost sharing. Costs will continue to rise even after change in design.

- Although there are only 213.355 FTE yet there are 216 persons in the Plymouth plan. These additional people can also affect utilization of benefits, so the problem of cost containment is bigger than a bargain between the teachers and the Board.

- The Association has not refused to advance or agree to substantive health insurance cost savings. The teachers agreed to teachers' payment of transplant coverage and implementation of the "Advantage Plan."

- The Association disputes the District contention that employee participation in the cost of health insurance is the preferred cost saving alternative in arbitration. The Employer argument that it needs a "level playing field" has no merit in that the District makes the decisions on the plan first. Since the parties will be in bargaining in a few months, the preferred method for considering cost savings is through mutually acceptable changes.

- The Association disputes a Board contention that to have the employees pay a small part of monthly health insurance premiums will have a positive effect on health care claims. The District has not provided in-service to employees on consumer cost management strategies, or educated employees on how to check bills for unnecessary charges, or negotiating lower costs with providers. The District has not exercised any option to involve employees in management

of medical plans. In addition, cost sharing by employees does not stop overall increase in costs.

- The District's exhibits about national and regional plans are not relevant because it is impossible to adequately compare insurance plan design absent copies of every plan.

- The Board's offer of adding two lanes is not a quid pro quo since there are only four teachers who can reach the new lanes and only 36.675 FTE who can have access to them. Though less than 30% of the teachers will have opportunity to reach the lanes, all will have the costs of 5% of insurance laid on them. There is thus no real substance to the Board offer.

Position of the District Summarized.

The District states the following positions:

- A need for a change has been shown. The Board offer meets the need without imposing an undue hardship on members of the Association, and a quid pro quo of sufficient and continuing value has been offered.

- The need for a change has been demonstrated by the rapid rise in health care costs, as shown by an 80% increase in the last five years. The need for the parties to mutually address the issues on health benefits costs has been met by an intransigence on the part of the Association to address structural changes of benefit or reasonable cost management strategies. The District itself can not effect further meaningful moderation of the increasing costs, and there is an established trend toward cost sharing of insurance premiums in both public and private agencies.

- District exhibits 40 and 41 on the costs of the family plan since 1982-83, show that there has been a total increase of 141.2%, obtained by adding the percentage increase of each year. The CPI Medical care component by such method of calculation increased 60.7% and the tax increase in the Plymouth school district came to 51.37%. This trend will drain available dollars from the compensation. The costs of insurance can not increase over 60% every three years if the District is to maintain competitive salaries. Whereas in 1985-86, the cost of health insurance was 6.0% of the total package of the teacher contract, it is 11.63% under the Board offer and 12% under the Association offer.

- The Association previously agreed to study rising health insurance cost, but has refused to agree to any actual cost saving measures. In the 1986 agreement, the Association refused to agree to any health insurance cost management measures. The Association in its proposal, during 1986,

sought to add to the contract the name of the carrier and plan identification, which constituted restrictions on making plan changes to contain costs. In the 1987-89 bargaining, the Association asked for added features, and although it agreed to an Advantage Plan with certain managed features, the added benefits increased the costs. In the 1987-89 Agreement, the Association also sought to limit the advantage plan only to that Agreement. The Association will continue to support a labor management health insurance sub-committee to study health insurance, but will continue to resist implementing any change which will produce a meaningful restraint on costs increases.

- The "Cadillac" design of the Plymouth Health insurance plan and the trend of rises in the insurance has limited the success of the District in negotiating lower rates. Even though there is a consortium of districts to effect lower rates, the health insurance premiums have increased by 24% in 1989-90. They have been increasing over 20 percent in the last two years. The plan design also limits bidding out to some other insurance carriers. The unwillingness of the Association to consider a change in plan design, negotiating then comes merely to the exchange of estimates as to cost of the design.

- Although the District sought to inform the Association of anticipated large premium increases for 1989-90 and 1990-91, and invited PEA members to attend a meeting sponsored by the CESA-7 insurance committee, the Association in the next round of bargaining rejected District proposals for cost control and refused to submit any counter proposal which would yield meaningful cost savings. The Association merely proposed to establish another committee. The District undertook all the independent cost management strategies on its own, but the Association refused to agree to any of the Board's proposal without a concomitant increase in benefit levels. The offer to participate in a study committee by the Association is not present in its final offer in this dispute.

- Since the parties must mutually determine a means to deal with the rise in health premium costs, the Board offer would afford the parties an opportunity to assess facts and options and develop a rational plan through the implementation of a focused study committee. The parties can determine the best way to implement any mutual decision, foresee the time needed before cost savings are realized, evaluate design changes, and determine appropriate employer and employee objectives in the process.

- Employee participation in the cost of health insurance premiums is the preferred cost saving alternative to arbitration. The District cites Arbitrator Nielsen in New Holstein School District (Dec. 26348-A) (8/90) to the effect

that cost sharing schemes are preferable in arbitration over unilateral benefits.

- The District is in arbitration because the Association was never willing to advance a proposal which dealt with critical insurance issues in a meaningful manner. It is therefore necessary to address the issue within arbitration. The District is only asking for a "level playing field."

- The contribution required of the teachers in the Board offer, which includes an existing teacher contribution for heart and lung coverage, is not an undue burden. Also, the bargaining unit is already paying for part of the cost of a health insurance benefit. This cost is \$.60 per month for the single plan and \$1.75 for the family plan, after a grievance settlement. The benefit is a heart, lung transplant benefit, which has now increased in cost. This new cost has been rolled into the insurance plan and is paid for by the Board. The current offer of the Association does not recognize the actual practice requiring employee contributions for the past two years.

- The payment of 5% is the lowest level of payment that the Association can expect in light of the New Holstein award. The District proposal is needed to get employees to study options and participate in deliberations on an involved basis. Consumers of health care services must become more cost conscious and be aware of their responsibility to contain costs. Employees and union cannot assume that some insurance company will or can absorb the cost of rising claims. When employees share cost, charges for services drop. Cost shifting is necessary for consumer awareness.

- National reports indicate the trend toward cost sharing, which supports the District offer. Also the amount of deductibles has increased in comprehensive plans and most comprehensive plans now require cost sharing. Private employers are moving to co-payment plans, and reports and studies support this. The Plymouth deductibles have not changed in at least 26 years..

- A 1987 Bureau of Labor Statistics report that 32% of teaching plan employees participate in paying for single plan coverage and 65% contribute to a family plan. The percentages for all public employees are similar.

- Private sector employers and unions are also moving toward agreements where employees share some of the burden of health care and health care management.

- Under interest arbitration innovation must be sought by parties where needs require change. In the Plymouth case, the 5% offer of the Board is modest, but does not represent

that all options for change and management have been explored. Many options for cost containment remain.

- The Association will argue that national trends are not relevant. However, the District made its analysis of Board and teacher contributions in health care in a seven county area. Twenty of 31 Districts provide for some payment by teachers in the single and/or family plans.

- Without the District offer being accepted requiring a modest employee participation, the District will be reduced to solo crisis management. Employee participation is the only alternative the District has to achieve some cost savings, but the Association has made it clear that meaningful reform is not to be had at any price in this area.

- The District salary offer includes two additional salary lanes. Its higher than average salary offer, and the movement upward of Plymouth, constitute a quid pro quo. The schedule maximum, historically weak at Plymouth rises \$3464 or 103% between 1988-89 and 1990-91. The additional lanes provide incentive to new teachers to advance and provide a basis for future schedule improvement without over-extending the minimum salary benchmarks.

- The District brief presents a table on "Comparable Per Dollar Percents Increase - in Benchmark Comparisons from 1988-89 versus 1990-91." The following is an abstraction of this Board table:

Table 15.

Dollar Increases							
	BA Min	BA Step 7	BA Max	MA Min	MA Step 10	MA Max	Sched Max
Comparable Averages	1770	2161	2629	1985	2721	3203	3758
Plymouth							
Board	1853	2314	2858	1953	2712	3120	3464
Association	1915	2391	2954	2018	2801	3224	3270

- A similar table of comparable percent per cell increase at benchmarks for 1988-89 versus 1990-91 produced the following abstract:

Table 16.

Percent Increases							
	BA Min	BA Step 7	BA Max	MA Min	MA Step 10	MA Max	Sched Max
Comparable Averages	9.22	9.06	8.90	9.20	9.64	9.66	10.90
Plymouth							
Board	9.41	9.41	9.41	9.41	9.41	9.41	10.30
Association	9.73	9.72	9.73	9.72	9.72	9.73	9.73

- The Board offer at all salary benchmarks is above average as to dollar increase and is substantially above average on four of the seven benchmarks in percentage increase. The Board contends it would rank better at the schedule maximum, but for schedule restructuring in Kewaskum and Kiel. Kiel added two lanes to its schedule, but its maximum will be \$438 below the Plymouth maximum under the Board offer. The Kewaskum salary, according to the District, always far exceeded that in Plymouth, and any other district in the conference. Thus the Plymouth offer compares favorably and its quid pro quo is more than fair.

- The District will absorb 100% of the health premium increase in 1989-90 and 95% in 1990-91 while providing salary schedule and over all salary increase for both years.

- The adoption of the Board offer with the insurance contribution from the teachers will not adversely impact on the parties ability to negotiate a fair settlement in the future. On the contrary, the Association offer will legitimize a defeatist attitude expressed by the Association that the parties cannot deal with the rising cost of health insurance. With the Board offer, there can be a highly productive study committee which can chart reasonable options to contain future costs in health insurance, and may reduce the levels of increases and even modify the amount of teacher contribution. Further, in future years, if the Association is not satisfied that the Board has presented a fair level of compensation, the Association can pursue arbitration. Given that the Board is picking up 95% of the premium increases and that half of the settled conference districts have employee cost sharing, the Association membership will find itself out of synchronization with area standards in the next bargaining. There is therefore no proof of permanent disadvantage of the Board offer.

- Cost shifting in the long term will not accomplish the goals of the parties, but the Board's intent in getting a

modest contribution from the employees is to get the employees to study the options and participate in future deliberations on the issue. Recent arbitration decisions support the Board on this issue.

- The offer of the Board considered in its totality including the adding of lanes is a quid pro quo for the cost sharing of insurance.

Discussion and Opinion. At least three basic matters are involved here. The first is whether one or the other of the offers meet the test of comparability better than the other. The second is the matter of whether it is in the interest of the public to favor one or the other of the offers. The third is the matter of whether the Board's offer takes away a benefit for which it has not supplied a quid pro quo.

On the matter of comparability, Association Exhibit 70 shows that in 1988-89 the premium for family health insurance at Plymouth was fifth in costs among Conference 7 districts. According to Board Exhibit 44 and 45, in 1989-90 the premium was also fifth, though its premium at \$275.37 was differing from the third and fourth in rank by pennies only. In 1990-91 among four settled districts, it will be fifth, and if Kiel is settled, lower than either of the Kiel offers. The evidence then is that under the Association offer, the Board will not be paying a rate for health insurance which is not comparable with other districts. The conclusion is that the Association offer meets the test of comparability in dollar costs with the Conference sufficiently well at this time for Board paying of health insurance at 100%.

The question of whether the Board offer more nearly meets what employees in other districts in the Conference are paying, as part of the health insurance premium, the test of this for 1990-91 is inconclusive. In two settled conference districts, the Board pays 100% of the costs, and in two it does not.

Whether the secondary comparables supplied by the District in its exhibits 46a-c also should be considered to tip the balance in favor of the Board's offer need consideration. The evidence in these exhibits is that there is a trend toward having employees participate in cost sharing in insurance premiums, which are now appearing in contracts.

Yet, in the case of the basic wage offers foregoing, the Arbitrator declined to use the secondary and tertiary exhibits offered by the Association to tip a close comparison between the parties' own offers in favor of the Association offer, because of emphasis that the primary comparables are by far the most significant. Likewise, here the Arbitrator to be consistent believes it is not

appropriate to use evidence found in secondary comparables on trends to tip the issue toward the District offer. Internal Conference comparability on wages favors the District offer, though secondary comparables do not. Internal comparability among Conference districts still sustains the comparability in cost of the Association offer on insurance, though secondary comparables do not.

Whether there was no quid pro quo, or an inadequate one, offered the Association by the Board and therefore the Board offer should be rejected, the Arbitrator believes that while a quid pro quo may be desirable, yet in final offer arbitration if an issue is critical enough and some item needs changing, lack of a quid pro quo should not bar a proposal to change or remedy some condition.

The contention of the Association that the Board offer amounts to a reduction in wages needs an analysis. The Association has argued that the feature of an employee contributing 5% toward health insurance costs, an employee in Plymouth paying a single person premium \$66 a year, and an employee paying for a family premium, \$181. This sum should be averaged and deducted from the average annual increase which the Associates says is \$1857. The resulting average annual amount received by the teachers under the Board's offer is said to be \$1734.

The District contends that the average increase in 1990-91 will be \$1862, not \$1867 because the Association failed to account for the increases effected by teachers moving into two new, higher lanes. The District notes that at Kewaskum and New Holstein monthly employees contributions will be required and, taking the family contribution only, the Plymouth Board offer requiring \$16.81 a month falls between a high of \$19.06 at New Holstein and \$12.56 at Kewaskum.

The following table is derived from Board Exhibits 39 and 45:

Table 17.

AVERAGE WAGE INCREASES IN SETTLED CONFERENCE DISTRICTS
IF EMPLOYEES' INSURANCE PAYMENTS ARE DEDUCTED
1990-91

District	Aver. Wage w/Long Inc.	Family Ins. Payment	Amt.	Net Sum of Benefit
Kewaskum	1975	3.5	151	1824
New Holstein	1804	5.0	209	1595
Sheboygan Falls	1899			1899
Two Rivers	1602			1602
Average	1820			
Plymouth Board	1862	5.0	202	1730

The above table indicates that when a District purchased a health insurance plan whose cost is rising and when that plan begins to have employee cost sharing, the employees obviously have less net sum of benefits. The Arbitrator, however, declines at this time to add a weight to the Association offer by considering net benefits only of basic wages and health insurance payments. These two items are better weighed together in the consideration of total package benefits.

As to whether the District offer, lacking full or adequate comparability to prevail on the basis of inter-Conference comparables, should nevertheless prevail because of Association failure to bargain or respond in a meaningful way, that subject will be considered under the section heading, "OTHER FACTORS," following.

Confining thus the matter of insurance offered to inter-Conference comparability, the Board offer does not yet have dominant inter-Conference comparability to prevail, and dollar costs of the Board, if full payment occurs, are not high ranking, so the Association offer is still comparable.

The Arbitrator is of the opinion that for the District to have a joint study committee is indeed meritorious, but it can be achieved even if there is no contract provision of this type. However, in the opinion of the Arbitrator, the existence of such a provision does not necessarily mean that the Association will alter its current stance, or will feel compelled to.

XIV. OVERALL COMPENSATION. Board Exhibits 4, 6, 8, 10, and 12 are sources for the following table.

Table 18.

PACKAGE COSTS OF THE OFFERS

	Board		Association	
	\$ Inc	% Inc	\$ Inc	% Inc
1989-90				
Total Package	5,054,907	6.87	5,071,657	7.22
Aver. Teacher Package	40,979	6.87	41,114	
Aver. Teacher \$ Inc.	2,633		2,768	
1990-91				
Total Package	5,403,414	6.89	5,435,959	7.19
Aver. Teacher Package	43,802		44,068	
Aver. Teacher \$ Inc	2,824		2,955	

The following table is derived from Board Exhibits 38 and 39 and referenced to a chart in the Board brief, page 11.

Table 19.

COMPARISON OF AVERAGE TEACHER INCREASES
IN TOTAL COMPENSATION IN CONFERENCE DISTRICTS
1989-90 AND 1990-91

District	1989-90		1990-91		2 Yr Average	
	\$ Inc	% Inc	\$ Inc	% Inc	\$ Inc	% Inc
Kewaskum	2950	7.50	3154	7.45	3052	7.48
Kiel						
Board	2894	7.48	3017	7.26	2956	7.37
Association	2797	7.24	3043	7.34	2920	7.29
New Holstein	2707	6.85	2765	6.54	2936	6.70
Sheboygan Falls	3005	8.10	2980	7.42	2993	7.76
Two Rivers	2592	6.53	2639	6.24	2616	6.39
Conf. Average w/Kiel Bd.	2830	7.29	2911	6.98	2870	7.14
w/Kiel Assn.	2810	7.24	2916	7.00	2863	7.12
Plymouth						
Board	2633	6.87	2824	6.89	2729	6.88
Association	2768	7.22	2955	7.19	2862	7.21

Positions of the Association on Total Compensation

Summarized. The Association essentially argues that total compensation rates should not be utilized by the Arbitrator. Main arguments are these:

- It is difficult to get information in a consistent manner from comparable districts.
- School districts use a variety of methods to compensate teachers.
- Salary schedules vary significantly in number of lanes and steps.
- Insurance benefits vary district to district and are difficult to interpret as to payment.
- Total compensation (total salary and paid benefits) can be very dissimilar owing to extended guidance contracts, summer school and curricular work.
- Figures for 1990-91 contain estimates and assumptions about variables like health insurance rates.
- Total compensation does not indicate experience and education of teachers in various districts. Percent of staff at maximums will cause great variations, as well as number of teachers in the higher lanes.

The Association, however, notes that the total compensation of the Plymouth teachers favors acceptance of the Association offer. In the two year average, the Board total compensation comes to a 6,885 increase with the dollar and percent amounts being below the average. The Association offer is only slightly above average in two years. These conditions hold true whether the Kiel Board or Kiel Association offer is accepted. The District in comparing Plymouth with individual districts, is not engaged in valid comparisons; rather Conference averages must be taken.

Position of the District on Total Compensation. The District, noting its exhibits and tables in its brief, contend that the Board offer exceeds settlement in New Holstein and Two Rivers, among the settled district, and will exceed both Board and Association offers in Kiel. The New Holstein award brings teachers a 5.81% increase over the two year contract and in addition, teachers will contribute to 5% in health insurance and pay the cost of transplant coverage. In Plymouth, the District is seeking a 5% sharing of cost with the Association, but will include the transplant coverage previously paid by teachers. Yet the Board's salary offer and total compensation offer are above

that awarded in New Holstein where the compensation package is virtually identical to that in Plymouth.

Similarly, in Kewaskum, which has the highest total compensation and salary settlements, it must be noted that Plymouth is higher in four out of seven benchmarks in each year of the contract. All Plymouth teachers in the BA steps will be uniformly paid more than teachers at Kewaskum--this means the 67% of the teachers in Plymouth who are in the BA steps.

The District objects to the Association attempt to have a settlement premised solely on wages since the real essence of the dispute is in total compensation. In its opposition to total compensation on the grounds that different compensation packages and benefits are considered, the Association never raised such an objection on record. The representative of the Association in this matter is the same as represented bargaining units in four other Conference Districts, also the Association is able to measure salient aspects of the total packages of these districts for comparisons.

The Association contention that the Board estimated insurance packages is not correct for Sheboygan Falls, Two Rivers, and Kiel; and the Kewaskum rate is averaged at 20% for 1990-91. These figures produce a credible and reliable basis for evaluation of final offers.

Discussion. In Table 14 it can be observed that for a two year comparison with settled Conference districts and with one or the other of the Kiel offers factored in, the Association offer is closer in average teacher package increases in the Conference than the District. The weight of this criterion of comparability required by statute to be considered, therefore lies with the Association, in the opinion of the Arbitrator. In this opinion, the matter of Conference average is held more weighty than rank among the comparables where the Board offer in Plymouth would be third.

As noted above, the Association has argued that total compensation should not be given much weight, because of uncertainty of what is in any package since the components may vary greatly. Again, in the opinion of the Arbitrator, total package should be given considerable weight because it measures total effort of the tax-paying portion of the community. If the standard of comparability in total compensation is required by the statute, and the Association offer is the more comparable (though the higher of the offers), then the Arbitrator ought not discount this factor though the Association might wish it.

It should be noted that if the costs to the teachers of contributing to health insurance premiums is deducted from the District total package, the District would depart further from the average.

XV. COST OF LIVING. Four exhibits of the District (Bd. Exhibits 13 through 16) relate to changes in the costs of living. The following pertinent information is abstracted from them.

The change in the CPI, U.S. Cit Average, all items from July, 1988 to July, 1989 was 5.1% The yearly change at June, 1990 was 4.5%. This was at the 1967 base. Using the 1982-84 base, the annual increase at June, 1990 for the CPI-W was 4.1%.

District Exhibit 15 was a chart comparing wage progressions with the cost of living. From this exhibit, the following information was extracted:

Table 20.

WAGE PROGRESSION PERCENTAGE INCREASE
COMPARED TO COST OF LIVING INCREASES FOR SELECTED STEPS
1980-81 TO 1989-90

Step	Yearly Accumulated Percentage Total	
	Board	Union
BA +0	88.0	88.5
BA +12	72.3	72.7
MA +0	65.3	65.7
MA +6	73.7	74.1
July Natl. CPI-W	40.29	
Milw. CPI-W	45.25	

Employer Exhibit 40 showed that the Medical CPI had risen in accumulated yearly averages from 1981-82 to 1989-90 by 60.7%, whereas the health insurance for family premiums rose 119.0%. Rises for single insurance premium increases were nearly the same. Single and family premiums for dental insurance rose 47.6% accumulatively by yearly average over the same period.

Positions of the Parties Summarized. The Association says that arbitrators have followed the principle that settlement patterns in the public sector are not consistent with increases measured by the CPI when the "standard measure" is not as high in previous years. Patterns of settlements of comparables are given far greater weight. In this latter respect the Association final offer is the more acceptable one. Further, bargaining unit employees in this matter have been without the benefit of a cost of living increase for a year and have lost the purchasing power of these dollars.

The District says that in times past, arbitrators sometimes determined that settlements in a given geographic area were a more reliable indicator of the increases in the statutory "cost of living" than the CPI itself. At those times the CPI had not been adjusted for consumer spending patterns and was a somewhat unreliable indicator of real increases in cost of living. However, CPI has been updated, most recently in January, 1987. Thus, standing alone on an historical basis, it can be used to measure reasonableness of the offers. Referring to its exhibit ER 15, the Board notes increases in selected benchmarks which greatly exceed the US City Average CPI-W increase. The District notes that while the CPI from 1988-89 nationally has increased 5.1%, the Board wage offer is at 6.18% and total compensation is at 6.78%. The Board asks, since there is no catch-up situation here and the District has demonstrated its effort to keep the employees well ahead of the CPI increase in the past, whether there can be any justification for the increases proposed by the Association.

Discussion. There is clear evidence that the District offer, at the expiration of the last agreement, was more nearly comparable than the Association offer to the changes in the CPI-W or any of the CPI indices.

XVI. ABILITY OF THE UNIT OF GOVERNMENT TO MEET THE COSTS. While the District does not argue inability to meet costs it does present evidence and arguments why it should not meet the costs of the Association offer. District Exhibit 22 shows that the actual percentage increase in tax levy for the District from 1980-81 to 1988-89 was 63.24%, whereas the next closest increase in percentage occurred in Sheboygan Falls at 52.81% and the least was only 16.55% in Chilton. In the change in mill rates, the rate of change in Plymouth during this same period of time was 41.07% which was fourth among the seven districts (ER 23).

The equalized value per member dropped, 0.58% between 1986 and 1990 in the conference where the range was an increase

of 8.49% at Kewaskum and a drop of 6.71% at Chilton. Only Chilton and Plymouth had losses in equalized valuation per member (ER 19).

The Association also had exhibits relating to the ability of the District to pay. In the Conference, the Plymouth school cost in 1987-88 per member was \$3704.73, which was the fourth highest (A 60). State aid per member in that year was \$1776.00, or fifth in rank (A 61). In 1987-88 the equalized value at Plymouth was \$152,373, or third in rank (A 62). Association Exhibit 64, showing Plymouth with a levy rate in 1987-88 at 12.66, fourth in rank, was objected to by the District as having a dubious source for the information.

A January, 1990 issue of the Wisconsin Taxpayer reported that the state-wide average cost per pupil was \$2273 (A 65). In 1989-90, the Plymouth rate of \$15.20 was 312th in rank state-wide, which put it in the lowest quarter of all districts. State-wide average was \$16.09.

Position of the Association Summarized. The Association contends also that the District cannot raise, and did not raise, the issue of ability to pay, in the process of the proceedings. The Association asserts that the District has the ability to pay. The following table is a summary of Chart I in the Association Brief.

Table 21.

	Salary Benefit	Total School Cost	Compar. School Cost	Levy Rate	Equal. Value Per Pupil
Average 6 Conf. Dist	\$2511	\$4531	\$4010	14.36	\$144,366
Plymouth	\$2118	\$4480	\$3855	14.18	\$156,204
State Average	\$2842	\$5153	\$4526	N/A	\$168,514

(AX 66 and ER 23)

The Association hold that this table shows that the Plymouth District, budgeting less than the Conference average or state average, and with a levy rate below average has the ability to pay. Helping the District to keep a low rate are staff salaries and high teacher-student ratios (AX 84). In support of this latter contention, the Association says that the average number of teachers in six conference districts

is 91.1, where as Plymouth, has 116.6 teachers. The average pupil-teacher ratio in the other conference districts is 16.3, whereas in Plymouth, it is 18.3, and the state average is 15.3 (AX 66). The Association contends that this latter figure is misleading because it also includes librarians and counsellors as teachers and the class load is really higher than 18.3.

Position of the District Summarized. The District makes note of the following points:

- The equalized value of property per member, to support educational functions, in Plymouth has declined since 1986-87.
- The District has been experiencing above average increases in FTE and enrollment with the average increasing from 1986-87 to 1989-90 of 4.94%, while Plymouth has gone up 7.6%. The average enrollment has changed in the Conference by 0.25%, while in Plymouth it has gone up 5.13% (ER 20,21).
- The mill rate in Plymouth has increased at a pace decidedly faster than that of comparable Districts, where the average percentage increase has been 36.87% and that of Plymouth 41.07% between 1980 and 1988.
- The gross tax levy of comparable districts has increased 37.9% during the period of 1980-89, while that of Plymouth has gone up 63.24%.
- To say that Plymouth has a levy rate below average of comparables at this time is not dispositive of the issue. Plymouth had the third highest rate among the Conference Districts. Plymouth taxpayers are not enjoying a bargain in taxes.
- The reliance of the Association on salary/benefit per pupil, total costs per pupil, and comparison schools costs is ill advised. The source documents (AX 66) is based on budgeted costs for the 1989 year and not on actual costs. Budgeted costs are different from actual costs since two districts are not settled and three arbitrated settlements will produce different costs. Further, the data compiled in Association Exhibit 66 is compiled by an interest group which has as its primary function the analysis of information on a state-wide basis. The resulting numbers cannot compare apples to apples within a comparable grouping, since a district which employs teachers and teacher aides, might have a different mix than some other districts. Comparison school costs are also formed of a different mix.

- As to pupil/teacher mix, information in Association Exhibit 66 is dated. Also the data does not measure a grade level basis, classroom to classroom. If it did, substantial variation in programs and curriculum could undermine reliability of such information, such as one district having a foreign language instruction with minimal enrollment. Pupil/teacher ratios do not account for other educational support services which can ease the classroom teacher's day to day responsibilities. The Plymouth District does supply such support in library, music, art, and physical education. Thus, with no clear and convincing proof that Plymouth teachers are facing larger class sizes, the argument of the Association should be dismissed.

Discussion. The foregoing positions of the parties, when read closely, tend to discount all comparison made by either party on the ground that the components of measurable data are so diverse that the resulting sum total of the data really does not show the true relationships between different districts, nor can the relationship ever be established except by a micro and detailed analysis. However, the Arbitrator, lacking such micro and minute analysis as to what components have gone into teacher/pupil ratios or salary benefits, or comparison school costs, yet has to weigh the data presented, as it is. The data presented by both parties shows another difficulty, and that is whether it is more useful, as in the case of tax, to consider rank among comparables, or averages. In this case, rank supports the District position that Plymouth has a higher rank tax rate, and averaging tax rates supports the Association position.

Upon consideration of the above, the Arbitrator has concluded that the District has the ability to meet the Association offer, even though some of the Association data is subject to questioning, such as the tax burden rank. The District has stated it is not making a case on inability to pay, and its position on the Association data amounts to a contention that the Association data is dubious in composition and value. The conclusion then is that the District has the ability to meet the cost of the Association offer.

XVII. INTERESTS AND WELFARE OF THE PUBLIC. The Association presented a series of exhibits addressing the issue of the interest and the welfare of the public. Certain exhibits pointed to the position that small towns, and especially the region in which Plymouth is located, were prospering, that indicators in Wisconsin showed a 4.5 percent increase in

December, 1989, and that unemployment in Sheboygan was 4.5%, which although increased, was still below the national average (AX 80, 81, 82). Plymouth and Sheboygan Falls had lowest per pupil costs in the County, and these were among the lowest in the state (AX 84,85).

Multi-page exhibits, AX 90 and 91, reported on high achievement by students and teachers in the District.

A series of ten exhibits, numbering from Tab One to Tab Ten, related to public studies and recommendations on the situation of public education in the nation. The major exhibits were a Carnegie Foundation report, A Nation Prepared: Teachers for the 21st Century (May, 1986); Time for Results, The Governors' 1991 Report on Education; a Rand Corporation publication, Beyond the Commission Reports; The Coming Crisis in Teaching (July, 1984); Phi Delta Kappa 18th Annual Poll (1986); a report of the National Education Association, Teacher Supply and Demand (September, 1986); Metropolitan Life Survey, Former Teachers in America (April-June, 1985); a Rand Corporation study, Effective Teacher Selection (January, 1987); and DPI Education Forward (February, 1987). The burden of these extensive studies in relation to the instant matter as seen by the parties will be reported later.

Association Exhibit 83 was the "Endicott Report Update" of Spring, 1990. This report indicated that an average of starting salaries for college graduates with a BA degree in ten categories of work other than teaching in 1989 was \$27,324 and projected to be \$28,297 in 1990. Starting wages for Wisconsin teachers in 1989-90 with a Bachelor's Degree was \$20,119 and in 1990-91 was \$21,048. The District objected to this exhibit because it did not show how many days were worked. The disparity in both years was about \$7,000. The disparity in starting wages between starting salaries for college graduates with a MA degree and Wisconsin teachers in 1989-90 and 1990-91 was about \$13,000.

In testimony at the hearing, Assistant Superintendent Karby Galstad said that the District did not have difficulty in recruiting teachers and that they did not leave for more lucrative employment (TR 63).

Association Position Summarized. The Association argues that a high quality school system best meets the interest and welfare of the public, and the citizens of Plymouth deserve nothing less. Teacher morale, however, is critical and the Board proposal to reduce its share of group health payment would have a negative effect on teacher morale, because the teachers wage increase will be reduced by the amount of contribution the teachers will have to pay.

The Association believes that the welfare of the public is best served when the needs of overall education program are recognized and teachers received salaries commensurate with their contributions to society. The national educational studies show that the nation is at risk educationally and the public awareness must be increased.

America's ability to compete in the world markets is eroding. There is a national turn toward education. Teachers salaries must be made competitive with other professions. Teachers salaries should be comparable to those of accountants from \$21,000 to \$60,000. According to the Carnegie report, the nation has no choice but to raise the level of compensation for teachers and the economy will pay for it. In terms of real dollars, average teachers salaries have declined by nearly fifteen percent between 1971 and 1981. Unless major changes are made, there will be a shortage of qualified teachers in a few years.

District Position Summarized. The District asserts that the Association has only selectively recited from the national studies of education. The District does not have a morale problem and had little difficulty in holding staff. In this matter, the Board offer is paying salaries substantially above average. The District does not have difficulty in recruiting teachers from all over the state.

The Association, in reporting on national studies, stresses the salary aspects of the studies to the exclusion of all other accountability and productivity recommendations. Two major studies, A Nation Prepared: Teachers for the 21st Century, and Time for Results: The Governors' 1991 Report on Education, both deal with teaching on a national level and both deal with problematic aspects of teaching not pertinent or relevant to Wisconsin or the Plymouth District. Both studies contemplate sweeping reform of all aspects of the educational structure, not simply salary. The strategies outlined for change are not independent strategies and must be considered as a whole. The attempt of the Association to isolate only the element of salaries is misleading. The Association final offer lacks an indication that is premised upon improvements in student performance, teacher productivity or accountability, which the national studies address. One study, from the Governor's Task Force, calls for restructuring salary so that it is not based on recognizing only years in service and graduate credits. Job function, special certification, seniority and productivity should be the basis.

It is not sufficient to argue that the 13.05% increase over two years in Plymouth is supported by alleged salaries of accountants. The national studies rather contemplate a career-ladder approach reliant on additional responsibility

and accountability, which are not shown in the Association offer. The extended recommendations of national studies address the "hand-in-glove" aspect of improving teacher compensation, accountability, and training.

Because of these factors, other arbitrators in Wisconsin have been reluctant to award excessive salary offers without making concomitant structural changes in education accountability.

The District also contends that one major substantive change, however, has been made in Plymouth in the direction of national studies. In the stipulation there is described a "teacher/mentor program" which is to orient new staff into the teaching profession in the Plymouth school district, and in teaching in general. For this, the District is paying mentors. This identifies the Plymouth Board and administrators as concerned about the continuation of quality education and the morale of the staff.

Discussion. As to the interests and welfare of the public in the instant matters, from the evidence and documentation presented by the Association, it is apparent that need exists for the improvement of conditions in education. These conditions require not only improved salaries and benefits for teachers, but major structural changes which, as the District notes, can not all be introduced by a single district. Thus, basically the question then becomes whether it is necessary and required in the interest of the taxpayers of the Plymouth District to meet the costs of the higher Association offer, rather than the costs of the lower District offer.

The evidence in Plymouth is that there is not much turnover due to better salaries elsewhere, and that recruiting is possible state-wide. The evidence also is that the existing staff is turning out a group of qualified students, a fact which would support the Association contention that its offer is reasonable.

However, as to the basic concept argued by the Association that teachers' salaries should improve in comparison to other professionals as implied in the Endicott report. The report, in the opinion of the Arbitrator, would need further explanation for a full and adequate comparison. Comparison is only of teacher's and other professionals starting salaries. Full comparison would require that of average earnings and benefits, lifetime earnings, security of employment, and general working conditions.

As to the injury to teachers' morale from an acceptance of the District offer, it could be expected in return that taxpayers might feel injury from acceptance of the

Association offer. The result of awards may often affect the morale of one or the other of the contending parties.

In general, owing to the closeness of the basic salary offers of the parties, the Arbitrator is of the opinion that the interests and welfare of the public would not be adversely affected by the higher Association offer.

XVIII. OTHER FACTORS- Arbitral opinion. As to other factors normally taken into consideration in arbitration, the Association calls attention to several which it feels supports its offer. Some of these factors have been addressed in part, earlier in this Award. The Association's contention will be addressed.

A. Change in the status quo on health insurance. The Association contends that the District by proposing a 5% contribution on the part of the teachers is changing the status quo. Change in status quo is a significant factor in arbitration and the Arbitrator should not innovate or plow new ground. The Employer has not met the burden of proof to change the status quo.

As to this argument the Arbitrator notes the fact that the teachers had already begun sharing part of the cost of health insurance in accepting the cost charges for transplants. In effect, the Association by reverting to a system in which the District is to pay the entire cost of insurance premium, is changing the principle of cost sharing. The District offer on its hand is proposing to change the status quo of member cost sharing for specific features of health insurance with a general payment toward the cost of the entire premium. In this sense both parties are changing the status quo, and the status quo argument on the part of the Association is not of sufficient merit to have a ruling made for the Association offer on that count alone.

B. The need for a quid pro quo. The Association argues that the District offer should be rejected because in changing the given condition, the change ought not be made unless the initiating party offers a quid pro quo to the other party. This is valid according to the Association unless an extremely persuasive reason can be made for a change. Such a reason, the Association says, has not been given,

Repeating to some degree what has been said earlier, the Arbitrator is of the opinion that there need not necessarily be any quid pro quo, for a proposed change, if conditions of equity and of urgent circumstances result in a party offering a change in an agreement without offering something

in exchange. A fairly strong case has been made by the District that the rising cost of health insurance compels cost sharing with the Association in order to get the Association to help contain costs. The Arbitrator also believes that the new benefits found in the stipulations and reported earlier and the additional lanes added to the schedule which will have a long range positive effect on teachers' income are something of a quid pro quo, though in the bargaining, they may not have been described by the District as such.

The quid pro quo issue advanced by the Association does not loom as having a significant weight in the opinion of the Arbitrator, to decide in favor of the Association offer.

C. The shifting of part of the cost of health insurance to employees to effect cost containment. The Association holds that the District's logic, in seeking to get cost containment of health insurance by having the employees contribute, is in error. Arbitral authority cited says that such shifting will not contain costs. The evidence from the District's own testimony is that such shifting will not affect cost containment.

The Arbitrator is of the opinion that cost containment will be affected in some part by cost sharing in that some persons may not utilize services as much, but on the whole that health insurance costs will rise. However, the Arbitrator is not persuaded that, therefore, the matter should not have been considered, particularly if the evidence in comparables is that some Districts are successful in getting cost sharing.

D. Willingness of teachers to consider cost containment strategies. A major point of the District is that cost sharing is needed on the part of the employees because otherwise they will not participate in any efforts toward cost containment, and that this has been shown by the actions of the Association in the past. The Association would discuss cost containment methods, but not do anything to effect them. The District lays heavy emphasis on this point that in essence the decision here could rest almost alone on the Association's unwilling role in holding down insurance costs, while at the same time trying to boost benefits.

The record is that the Association at times has discussed insurance policy changes with the District, and has accepted some changes such as the "Advantage Plan." The District notes this resulted in high utilization of new benefits which were given in order to get the plan. The Association also accepted the employee payment of the costs of special

feature transplant coverage. However, on the whole, the Association in the evidence gives the distinct impression to the Arbitrator of standing pat on what it has. This is indeed an issue affecting the interests and welfare of the public.

As to this issue, the Arbitrator is of the opinion that collective bargaining does allow for one or the other parties to stand pat on an issue or benefit (particularly if the party feels that comparables as established by statutory criteria may justify its position) no matter how much the other party (operating from equally serious motives and concerns) desires a change. The Arbitrator, in the other hand, does not have the opinion that contract language and premium co-payment should be only voluntary and not arbitrated as the Association argues. It would be better if voluntary agreement could be reached, but, if the parties cannot agree on such matters, as they have not here, then the statutes provided for settlement through arbitration, and nothing currently prevents one party from bringing up the same issue again for further consideration at the next round of bargaining. The stand-pat position of one party, disagreeable as it has been to the other is basically the cause of third party adjudication.

E. The Association argues that superintendents of CESA-7 decide the terms of health insurance and the carrier, and the only thing left for the Association is to accept their decision. The Association, thus, has no input in the final decisions on such terms, and for this reason, the District's offer is not to be accepted.

The Arbitrator is of the opinion that the District's presence in a consortium does not bar or prevent the Association from coming forward with its own provisions for health insurance or for modifications.

In sum, considering the above "Other Factors," the Arbitrator finds no policies followed by either party which are of themselves determinative of the outcome of these proceedings.

XIX. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS. The major change during the pendency of the matter is the submission of the arbitrator's decision in New Holstein, which produced results which have been incorporated in the parties' documentation and calculations.

XX. SUMMARY OF FINDINGS AND OPINIONS AND CONCLUSION. The following is summary of the findings, opinions and conclusions of the Arbitrator, according to statutory criteria:

1. There is no question of the lawful authority of the unit of government to meet either offer.
2. All other matters have been stipulated to by the parties. Some of the new contract provisions stipulated to by the District can be considered as a partial quid pro quo for the District proposal for a 5% health insurance premium cost sharing by the teachers in 1990-91.
3. The primary comparable districts for consideration here are the Eastern Wisconsin Athletic Conference districts. Other Regional and area districts have only a secondary value. State-wide comparisons have a tertiary union value because of the many diverse factors composing state-wide data.
4. On basic salary offers, the District offer, not losing rank among comparables and generally in the same comparable position of competitiveness as in the past, is reasonable.
5. The Association offer on wages is more reasonable in relation to internal wages among Plymouth School District professionals and administrators, but this has only a minor weight.
6. Comparisons with employees in the private sector were not made by the parties.
7. In payment of health insurance premiums, the Association in its offer sufficiently meets the test of comparability as to dollar costs within the Conference at the present time, despite external trends toward employee cost sharing insurance premiums. The Association offer is still comparable with half of the existing settled contracts in the Conference, and below average in dollar costs.
8. In overall compensation and total package offers, the evidence is that the Association offer more nearly meets the test of comparability. This is further supported if the dollar cost of employee payments in cost sharing is considered.
9. The District offer is more comparable to the changes in the cost of living as reflected in the CPI indices.

10. The District has the ability to meet the costs of the Association offer.

11. It is the opinion of the Arbitrator that the interest and welfare of the public will not be adversely affected by the Association offer.

12. As to other factors normally taken into consideration in arbitration, including principles of status quo, quid pro quo, cost containment through employee cost sharing, Association role in addressing health insurance costs, and Board participation in an insurance consortium, the Arbitrator has found no policies on the part of either party which could be solely determinative of the outcome of this proceedings.

13. During the pendency of these proceedings there was an Award in New Holstein, and the parties incorporated the results in their documentation and calculations.

Of the foregoing matters, the Arbitrator considers the most weighty as being the basic salary offer of the District; the insurance position of the Association, which meets the tests of comparability as to cost and is comparable to 50% of the settled districts; and the total package compensation, which also favors the Association as to Conference comparability. In the opinion of the Arbitrator, the latter two matters predominate, and therefore, the following Award is made.

XXI. AWARD. The collective bargaining Agreement between the Plymouth Education Association and the Plymouth Joint School District for 1989-91 shall incorporate the final offer of the Plymouth Association.

Frank P. Zeidler

Frank P. Zeidler
Arbitrator

Date October 26, 1990
Milwaukee, Wisconsin

Appendix I

FINAL OFFER
OF THE
PLYMOUTH EDUCATION ASSOCIATION

April 30, 1990

RECEIVED
MAY 02 1990
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

All provisions of the 1987-89 Agreement shall continue in the successor Agreement except for any tentative agreements reached during bargaining and the final offer below:

SALARY

1989-90	Increase the 1988-89 salary schedule by 4.9% per cell.
1990-91	Increase the 1989-90 salary schedule by 4.6% per cell.

INSURANCE

Maintain status quo language

Sum
4-30-90

FINAL OFFER OF THE
BOARD OF EDUCATION OF THE
PLYMOUTH JOINT SCHOOL DISTRICT

RECEIVED
MAY 07 1990
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1. Increase compensation of all members of the collective bargaining unit as follows:
 - A. 1989-90 school year salary schedule, attached.
 - B. 1990-91 school year salary schedule, attached.
 - C. Amend the Masters Degree salary schedule to include two new lanes, MA + 24 and MA + 30, as reflected in attached schedules.

2. Insurance.
 - A. Effective 7-1-90, each employee to contribute 5% of the monthly applicable health insurance premium, including the existing contribution for major organ transplant coverage.
 - B. The PEA and the Board of Education will jointly study insurance options for the purpose of containing costs and making recommendations for future implementation. These options will include, but not be limited to, deductibles, shared premiums, changes in benefits, wellness programs, education of the school district personnel regarding the health care dilemma, and potential implementation of a Section 125, Internal Revenue Code, health insurance premium, salary reduction plan.

3. All other provisions of the collective bargaining agreement not otherwise modified by stipulation, shall remain in effect.

Dated at Plymouth, Wisconsin this 3rd day of April, 1990.

Paul C. Hemmer

Paul C. Hemmer

①

4.5% Each Cell

PLYMOUTH SALARY SCHEDULE
1989-90

PLYMOUTH SALARY SCHEDULE
1989-90

BACHELORS DEGREE

MASTERS DEGREE

STEP	CLASS B.A.	CLASS B2	CLASS B3	CLASS B4	CLASS B5
0	\$20,575	\$20,687	\$20,769	\$20,787	\$21,047
1	\$21,426	\$21,543	\$21,522	\$21,742	\$21,921
2	\$22,271	\$22,393	\$22,487	\$22,604	\$22,787
3	\$23,122	\$23,249	\$23,343	\$23,472	\$23,661
4	\$23,978	\$24,111	\$24,211	\$24,344	\$24,539
5	\$24,840	\$24,972	\$25,078	\$25,212	\$25,418
6	\$25,696	\$25,840	\$25,945	\$26,084	\$26,302
7	\$26,563	\$26,712	\$26,824	\$26,968	\$27,191
8	\$27,430	\$27,586	\$27,697	\$27,852	\$28,080
9	\$28,298	\$28,458	\$28,576	\$28,731	\$28,969
10	\$29,187	\$29,348	\$29,470	\$29,631	\$29,876
11	\$30,071	\$30,237	\$30,366	\$30,532	\$30,783
12	\$30,960	\$31,133	\$31,260	\$31,433	\$31,694
LONGEVITY					
15	\$31,294	\$31,466	\$31,593	\$31,766	\$32,027
19	\$31,516	\$31,689	\$31,816	\$31,988	\$32,250
24	\$31,739	\$31,911	\$32,039	\$32,211	\$32,472

STEP	CLASS M.A.	CLASS A2	CLASS A3	CLASS A4
0	\$21,687	\$21,799	\$21,881	\$21,993
1	\$22,588	\$22,705	\$22,787	\$22,904
2	\$23,488	\$23,606	\$23,700	\$23,822
3	\$24,383	\$24,512	\$24,606	\$24,733
4	\$25,373	\$25,506	\$25,607	\$25,733
5	\$26,362	\$26,501	\$26,602	\$26,741
6	\$27,352	\$27,496	\$27,603	\$27,747
7	\$28,269	\$28,420	\$28,531	\$28,675
8	\$29,192	\$29,343	\$29,459	\$29,609
9	\$30,110	\$30,265	\$30,388	\$30,543
10	\$31,049	\$31,210	\$31,332	\$31,499
11	\$31,988	\$32,156	\$32,283	\$32,450
12	\$32,928	\$33,100	\$33,228	\$33,407
15	\$33,862	\$34,045	\$34,179	\$34,356
LONGEVITY				
19	\$34,418	\$34,601	\$34,735	\$34,912
24	\$34,641	\$34,824	\$34,957	\$35,135

TOTAL BACHELORS = 2,349,287

TOTAL MASTERS = 1,312,386

1988-89 SALARY ONLY 3,448,530
DOLLAR INCREASE 213,143
PERCENT INCREASE 6.18%

GRAND TOTALS = 3,661,673

Teacher FTE 123.355

1988-89 Average Teacher Salary 27,956
1989-90 Average Teacher Salary 29,684
Percent Increase 6.16%

1988-89 Average Teacher Package 38,346
1989-90 Average Teacher Package 40,978
Percent Increase 6.86%

Incr. \$1,728

Incr. \$2,632

Salary 3,661,673
BC/BS; Disab.; Life 389,971
Retirement (T) 233,463
Retirement (E) 229,572
FICA (7.6%) 295,720
Extended Contract 52,158
Dept. Heads 4,600
Extra Comp. 6,660
Schedule "C" 90,500
Staff Subs 4,811
Extra Duty 7,500
Summer School 63,154
College Credit Reimb. 15,000

TOTAL 5,054,783

4.7 Each Cell
Add A5 & A6 Lanes

PLYMOUTH SALARY SCHEDULE
1990-91

BACHELORS DEGREE

STEP	CLASS B.A.	CLASS B2	CLASS B3	CLASS B4	CLASS B5
0	\$21,542	\$21,659	\$21,746	\$21,764	\$22,037
1	\$22,433	\$22,555	\$22,533	\$22,764	\$22,951
2	\$23,318	\$23,446	\$23,544	\$23,667	\$23,858
3	\$24,208	\$24,342	\$24,440	\$24,575	\$24,773
4	\$25,104	\$25,245	\$25,348	\$25,489	\$25,692
5	\$26,007	\$26,146	\$26,257	\$26,397	\$26,612
6	\$26,903	\$27,054	\$27,165	\$27,310	\$27,538
7	\$27,811	\$27,968	\$28,085	\$28,236	\$28,469
8	\$28,719	\$28,882	\$28,998	\$29,161	\$29,400
9	\$29,628	\$29,796	\$29,919	\$30,082	\$30,331
10	\$30,559	\$30,727	\$30,855	\$31,024	\$31,280
11	\$31,484	\$31,658	\$31,793	\$31,967	\$32,229
12	\$32,415	\$32,596	\$32,729	\$32,910	\$33,183
LONGEVITY					
15	\$32,764	\$32,945	\$33,078	\$33,259	\$33,532
19	\$32,997	\$33,178	\$33,311	\$33,492	\$33,765
24	\$33,230	\$33,411	\$33,544	\$33,725	\$33,999

PLYMOUTH SALARY SCHEDULE
1990-91

MASTERS DEGREE

STEP	CLASS M.A.	CLASS A2	CLASS A3	CLASS A4	CLASS A5	CLASS A6
0	\$22,706	\$22,823	\$22,910	\$23,027	\$23,177	\$23,327
1	\$23,649	\$23,772	\$23,858	\$23,981	\$24,131	\$24,281
2	\$24,592	\$24,715	\$24,813	\$24,941	\$25,091	\$25,241
3	\$25,529	\$25,664	\$25,762	\$25,896	\$26,046	\$26,196
4	\$26,565	\$26,705	\$26,810	\$26,943	\$27,093	\$27,243
5	\$27,601	\$27,747	\$27,852	\$27,997	\$28,147	\$28,297
6	\$28,637	\$28,788	\$28,900	\$29,051	\$29,201	\$29,351
7	\$29,598	\$29,756	\$29,872	\$30,023	\$30,173	\$30,323
8	\$30,564	\$30,722	\$30,843	\$31,001	\$31,151	\$31,301
9	\$31,525	\$31,688	\$31,816	\$31,979	\$32,129	\$32,279
10	\$32,508	\$32,677	\$32,805	\$32,980	\$33,130	\$33,280
11	\$33,492	\$33,667	\$33,800	\$33,976	\$34,126	\$34,276
12	\$34,476	\$34,656	\$34,790	\$34,977	\$35,127	\$35,277
15	\$35,454	\$35,645	\$35,785	\$35,971	\$36,121	\$36,271
LONGEVITY						
19	\$36,036	\$36,227	\$36,367	\$36,553	\$36,703	\$36,853
24	\$36,269	\$36,460	\$36,600	\$36,786	\$36,936	\$37,086

TOTAL BACHELORS = 2,502,777

1989-90 SALARY ONLY 3,661,673
DOLLAR INCREASE 231,274
PERCENT INCREASE 6.32%

Teacher FTE 123.355

1989-90 Average Teacher Salary 29,684
1990-91 Average Teacher Salary 31,559
Percent Increase 6.32%

1989-90 Average Teacher Package 40,978
1990-91 Average Teacher Package 43,980
Percent Increase 7.33%

TOTAL MASTERS = 1,390,171

GRAND TOTALS = 3,892,947

Salary 3,892,947
BC/BS; Disab.; Life 472,700
Retirement (I) 247,800
Retirement (E) 243,670
FICA (7.65%) 315,945
Extended Contract 54,400
Dept. Heads 4,600
Extra Comp. 6,660
Schedule "C" 95,930
Staff Subs 4,811
Extra Duty 7,500
Summer School 63,154
College Credit Reimb. 15,000

TOTAL 5,425,118

Incr. \$1,875

Incr. \$3,002