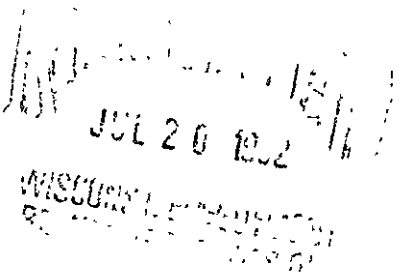
ARBITRATION OPINION AND AWARD



In the Matter of Arbitration	)	
	)	
Between	)	
	)	
GENOA CITY SCHOOL DISTRICT	)	WERC CASE 9
	)	NO. 44363
And	)	INT/ARB-5732
	)	Decision No. 27066-A
GENOA CITY EDUCATIONAL SUPPORT PERSONNEL UNION, GCEA	)	
	)	
	)	

Impartial Arbitrator

William W. Petrie
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Hearing Held

Genoa City, Wisconsin
March 5, 1992

Appearances

For the District

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BACKGROUND OF THE CASE

This is a statutory interest arbitration proceeding between the Genoa City School District and the Genoa City Educational Support Personnel Union, GCEA, with the matter in dispute the terms of a labor agreement covering the 1989-90, 1990-91 and 1991-92 contract years. It is a long standing dispute in that the parties began the negotiations of what might have been anticipated to be an initial one year agreement, but the duration of the agreement was extended by the parties as their negotiations continued. The remaining impasse items consist of health insurance, dental insurance, life insurance, leaves of absence and wages.

The parties exchanged proposals and met on various occasions in an attempt to achieve a negotiated settlement, after which the Union on July 31, 1990 filed a petition with the Wisconsin Employment Relations Commission, seeking binding arbitration pursuant to Section 111.70 of the Municipal Employment Relations Act. After preliminary investigation by a member of its staff, the Commission on October 22, 1991 issued certain findings of fact, conclusions of law, certification of the results of investigation, and an order requiring arbitration; on November 25, 1991, it issued an order appointing the undersigned to hear and decide the matter as arbitrator.

A hearing took place in Genoa City, Wisconsin on March 5, 1992, at which time all parties received full opportunities to present evidence and argument in support of their respective positions, each thereafter summarized with the submission of post hearing briefs and reply briefs, and the final arguments of the Employer, in letter form, were received by the Arbitrator on May 20, 1992.

THE FINAL OFFERS OF THE PARTIES

The final offers of the parties are hereby incorporated by reference into this decision and award. The impasse items submitted for arbitral consideration in these proceedings include **health insurance**, **dental insurance**, **life insurance**, **leaves of absence**, and **wages**.

(1) In the article entitled LEAVE POLICIES the parties differ principally as follows:

(a) In Section A(1) of the article, the Employer proposes a seven consecutive work day corridor on long term disability benefits attributable to personal illness after the exhaustion of paid sick leave, with a maximum benefit of $2,000 per month until age seventy; the Union proposes no corridor on such benefits and a maximum benefit of $6,500 per month until age seventy.

(b) In Section A(1)(b) of the article, the Employer proposes a June 30th paycheck deduction level of 33% of the individual's prorated base salary multiplied by the number of sick leave days utilized in excess of nine days; the Union proposes a 25% deduction level.

(2) In their respective **insurance proposals**, the parties differ principally as follows:

(a) In the area of Health Insurance, the Union proposes that the Employer pay the full monthly premium for single or family plan coverage for full-time employee, and that those part-time employees working twenty or more hours per week during the school year "shall receive a prorated amount equal to their level of employment."

The Employer proposes that for full-time employees it pay up to $336.00 and $132.46 per month for family and single coverage respectively during the 1989-90 and the 1990-91 school years, with its 1991-92 premium payment determined by increasing the 1990-91 premium by fifteen percent, and with any excess monthly premiums paid by the covered employees, on a payroll deduction basis. It proposes to pay fifty percent of the above premiums for part-time employees working more than twenty hours per week, with the covered employees responsible for the balance of the monthly premiums.

(b) In the area of life insurance the Union proposes that the Employer pay the full premium for group life insurance approved by both parties, in the face amount of each Employee's annual salary rounded up to the next $1,000.00. The Employer proposes to pay up to $.21 per month per $1,000.00 of salary, rounded to the next $1,000 for a group life insurance plan approved by the District.

(c) In the area of dental insurance, the Union proposes that the Employer pay the full monthly premium for single or family plan dental coverage, and that those part-time employees working twenty or more hours per week during the school year "shall receive a pro-rated amount equal to their level of employment."

The Employer proposes that for full-time employees it pay up to $37.54 and $13.13 per month for family and single coverage respectively during the 1989-90 and the 1990-91 school years, and up to $39.20 and $14.48 per month during 1991-92, with any premium increases beyond these levels paid by the covered employees on a payroll deduction basis. For employees working at least one-half time but less than full-time it proposes to pay up to $18.77 and $6.57 per month for family and single coverage for the 1989-90 and the 1990-91 school years, and up to $19.60 and $7.44 per month for the 1991-92 school years, with any premium increases beyond these level paid by the covered employees on a payroll deduction basis.

(d) In addition to the above, the final offer of the Employer proposes insurance language addressing such subjects as **changes of health and dental insurance carriers, health insurance for probationary employees,** the **application of labor contract versus health insurance contract provisions,** and **the following limitation in the area of health insurance:** "No employee shall make any claim against the Genoa City School District for additional compensation in lieu of or in addition to the cost of his coverage because he does not qualify for the family plan."

(3) The wage proposals of the two parties provide as follows:

(a) The Union proposes the following hourly wages for the 1989-90, 1990-91 and 1991-92 school years: Maintenance/Custodian (Jack Miller) - $11.71, $12.30 and $12.98; Custodian (Larry Quake) - $9.37, $9.84 and $10.38; Custodial (Russ Gibbs and predecessor Leroy Berndt) - $7.35, $7.35 and $7.75; Bookkeeper (Judy Kostein) - $9.73, $10.22 and $10.78; and Library Aide (Prudy Sullivan) - $6.51, $6.84 and $7.22.

(b) The Employer proposes the following hourly wages for the 1989-90, 1990-91 and 1991-92 school years: Maintenance/Custodial (Jack Miller) - $11.50, $11.87 and $12.25; Custodian (Larry Quake) - $9.27, $9.64 and $10.02; Custodian (Russ Gibbs and predecessor Leroy Berndt) - $7.35, $7.72 and $8.10; Bookkeeper (Judy Kostein) - $9.62, $9.99 and $10.37; Library Aide (Prudy Sullivan) - $6.55, $6.92 and $7.30.

THE ARBITRAL CRITERIA

Section 111.70(4)(cm)(7) of the Wisconsin Statutes directs the Arbitrator to give weight to the following arbitral criteria:

a. The lawful authority of the municipal employer.

b. Stipulations of the parties.

c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.

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

f. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees 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 employees, 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 sector or in private employment.

POSITION OF THE ASSOCIATION

In support of the contention that its is the more appropriate of the two final offers before the Arbitrator, the Association argued principally as follows:

(1) By way of introduction, that the following general considerations are material and relevant to this arbitration.

(a) That the Union seeks to achieve a contract that provides a salary and benefits package competitive with what is received by employees performing similar jobs in school districts throughout the Southern Lakes area.

(b) That the Association proposes wage increases consistent with those received by area school employees.

(c) That the Association proposes that the Employer continue the payment of insurance premiums in full, thus retaining the previous status quo; that it also proposes to pro-rate Employer insurance premium contributions for part-time employees, as is the practice among comparable employers, despite the fact that this is a reduction from the previous practice.

(d) That although there are other important items at stake, the Association views the insurance and the wage issues as the impasse items of greatest importance; by way of contrast with the Union's offer on these items, the District offers a low salary coupled with a major step backwards on Employer payment of the health and dental insurance premiums, with no quid quo pro for the proposed changes.

(e) That the Board of Education has repeatedly made it clear that it did not approve of the Association's organizing efforts, and it apparently sees no necessity for being competitive with other Southern Wisconsin school districts; that it proposes to reduce its insurance premium contribution levels, thus penalizing those who can least afford such penalty. That the District's offer is simply out of touch with the employees' needs, and with the overall level of compensation for support staff in the area.

(f) In summary, that the final offer of the Union focuses on equity, parity with other support staff, clarification of contract language, and codification of many of the parties' long standing practices, in a balanced final offer that is both reasonable and affordable.

(2) That the parties have provided the Arbitrator with a variety of comparisons for potential use in these proceedings.

(a) That the Association has proposed a primary external comparison group which consists of the following: Burlington Custodians; Burlington Secretaries and Aides; CESA #2 Special Education Program Aides; Delavan/Darien Secretaries and Aides; Lake Geneva Clericals; Lake Geneva Custodians; Randall Educational Support Personnel; Salem UHS Sec/Aides/Cooks/Cust; Twin Lakes Custodians; Union Grove Jt. 1 Custodians; Union Grove H.S. Sec/Cust; Waterford UHS Custodians; Western Racine County Special Ed. Aides;

Wheatland Center Custodians; Wilmot UHS Secretaries/Aides/Custodians.

(b) That the Association proposes internal comparison with the School District Administration and with the Teachers in the District, but urges no additional public sector comparisons.

(c) That the Association urges no arbitral use of private sector comparisons in these proceedings, on the basis of a lack of community of interest and the general unreliability of the data in the record.

(d) That the District urges the use of primary, secondary, regional and other external public sector comparisons as follows: Primary - Geneva Jt. 4 (Woods School), Lake Geneva J1, Linn Jt. 4; Secondary - Badger High School; Regional - Central/Westosha Feeders, Bristol #1, Wheatland J1, Wilmot UHS Feeders, Randall J1, Silver Lake J1 and Twin Lakes #4; Other - Walworth County Courthouse, Walworth County Highway Department, Walworth County Human Services Non-Professionals, Walworth County Human Services Professionals, Lakeland Nursing Home (2), and Lakeland Hospital.

(e) That the District proposes the following private sector comparables: Badger Precision Springs, Genoa City, WI; Gordons, Richmond, Il; Prime Resin Division, Genoa City, WI; Poulderman's, Genoa City, WI; Robinson's Wholesale, Genoa City, WI; Stan's Lumber, Twin Lakes, WI; John Sterling Industry, Richmond, IL.

(3) That the comparables urged by the Association provide a more reasonable basis for arbitral comparison than those urged by the District.

(a) That in selecting comparables the Association sought groups of employees who performed similar job tasks in similar working environments; that each of these groups work in school districts, work with school age children, clean, repair and maintain similar facilities, and/or perform the same types of clerical, bookkeeping and state mandated record keeping.

That the Association also utilized geographically proximate employees, rather than those from other parts of the State.

That the principal comparables urged by the Association reflect the mainstream thinking of Wisconsin interest arbitrators, include schools in the same athletic conference which are affiliated with Southern Lakes United Educators, and all comprise direct, easily identifiable, intraindustry comparisons.

(b) That the Association's selection of only union organized comparables is entirely reasonable on various grounds that have been recognized by Wisconsin interest arbitrators.

(c) That athletic conference membership has frequently been used to identify primary comparables in school district interest arbitrations, which practice normally results in general equivalency of school sizes and economic bases, and in common labor pools. That the underlying basis for union organization of the bargaining unit in the case at hand, was

the desire to stabilize jobs, wages, benefits, and conditions of employment, and to attract and retain good employees and good members of the Community.

(d) That the Board proposes an insufficient number of settlements in its preferred, primary comparison group. That while it spoke at the hearing of utilizing comparably sized districts in Walworth County, five of the proposed nine in its primary group are located in Kenosha County. Further that the Employer has been guilty of "picking and choosing," leaving out possible comparables as Wilmot UHS, Trevor, Wilmot Grade School, Salem UHS, Salem Consolidated, and Paris, districts which enjoy commonality of size and location; indeed, that the District has ignored as many districts as it has chosen, including many located in Walworth, Kenosha and Racine counties.

(e) That many of the Board proposed comparables have little or no community of interest with the Genoa City support personnel, and should be accorded little or no weight in these proceedings for various reasons, including the following: that the only apparent community of interest between the seven Walworth County groups of employees is that they are employed by governmental agencies; that the district, while urging Walworth County employee comparisons ignores virtually all of the County's school district employees; that while urging Walworth County comparisons, the District has ignored Kenosha County; that four of the seven District urged Walworth County comparables have had footnoted adjustments to wages, which undermine the comparability of the wage data; that the Board proposed seven private sector comparisons cannot be accorded weight due to the unexplained basis for their selection, the lack of information relative to their union or non-union status, the inability to verify the reported wage data, the lack of information relating to job comparability, and the unexplained inclusion of some companies from Illinois.

(f) That while the District has stretched to find other public sector employees with which to compare, it has ignored its own administrators and teachers, which employees enjoy similar work schedules and a similar community of interest.

In summary, that the greatest arbitral weight should be accorded comparisons with other schools in the same athletic conference, which are geographically proximate and which also employ organized employees.

(4) That the Long Term Disability Coverage component of the Association's final offer is consistent with the benefit level previously maintained by the Employer.

(a) That both parties have proposed a continuation of the existing long term disability plan, with the only difference being the maximum covered salary, with the Association proposing a $6,500 level and the District a level of $2,000.

(b) That an examination of the plan summaries and contracts provided by the insurance carrier from 1984 to the present, indicates that there have been cost of living adjustments,

and the $2,000 figure has been out of date since it was increased to $3,400 in 1984.

(c) That while the District indicated at the hearing that it was not its intent to reduce the benefit level but, if so, it should not have provided the $2,000 figure in its final offer.

(5) That the Sick Leave component of the Association's final offer is more reasonable than that contained in the final offer of the District.

(a) That the difference between the two final offers is contained in the short term disability section, wherein the Association proposes continuation of the status quo ante; after an employees has used his or her nine sick leave days each year, he or she may choose to use days from accumulated leave (up to 27 additional days) or receive 75% of the daily rate of pay up to such time as the employee either returns to work or becomes eligible for long term disability.

(b) That the Employer proposes that the short term disability plan begin after seven days, and that employees have the option to receive only 67%, rather than 75% of the daily rates; that the Employer proposal also contains unexplained ambiguities which would cause difficulty in implementation.

(c) That the District's sick leave proposal is not supported by comparables: that those in the bargaining unit do not receive an annual allotment of sick leave which is comparable to that provided in other districts; that the maximum total accumulation of sick leave ranks those in the unit number nineteen of nineteen comparable districts; that employees cannot accumulate enough sick leave to reach the sixty day waiting period for benefits, and the LTD rate is well below the 90% level enjoyed in comparable districts; that if the District wishes to have STD and LTD benefits at the same levels, it should utilize the 90% level; that the Association would actually prefer to return to a "traditional" sick leave plan, and that the District has simply demonstrated no compelling need to further reduce an already inequitable provision.

(6) That the Health and Dental Insurance components of the Association's final offer are more reasonable than those contained in the Employer's final offer.

(a) That the Association's proposal reflects the prior practice of the parties, as reflected in documentation received from the District.

During the pendency of the negotiations, the Association considered filing unfair labor practices relating to the Employer's unilateral changes in an employee's work hours, and relative to its unilateral change in the payment of insurance premiums. In practice, that the District has apparently been inconsistent in the formulation and application of its policies to various employees. That an examination of the record shows that all employees have been eligible for dental, LTD and life plans after July 1, 1987.

(b) That the final offer of the Association principally entails continuation of the status quo in the payment of health and dental insurance premiums, with the exception of the reduction to a pro-rata payment for part time employees, which is consistent with the comparables. That the final offers of the parties differ on many aspects of health and dental insurance coverage.

(7) That the District's offer on health and dental insurance is not supported by consideration of the comparables.

(a) That while both parties have agreed to an initial eligibility level for coverage of 20 hours per week, they differ in the number of hours required for full coverage, with the District proposing 2,080 and the Association proposing 1,260 hours. That the Association proposal would place the unit employees exactly in the middle of the comparables, while the Board would place them in last place. That there is only one other group of school year employees which requires 2,080 hours to be eligible for full insurance, out of fifteen comparables.

(b) That the Association proposes a premium payment proration based on 1,260 hours per year to determine the level of employer contribution, and none of the fifteen comparables support the District's proposal for part-time employees.

(c) That the Board has specified an amount of money and proposed that this would be the health insurance premium payment level for the first two years of the contract, with an adjustment thereafter; that only one of the comparables caps its insurance contributions, rather than providing for 100% payment of premiums.

(d) That while the Board has proposed dollar contribution levels that would provide 100% employer premium payments for dental insurance in the first and the third years of the contract, employer contributions would be required in the second year; that the comparable employers all pay 100% of the dental insurance premiums with the exception of one of the fifteen employers during 1991-92.

(e) That the Association has proposed the same language governing changes of carriers as provided in the Teacher's contract; that the Association does not think that a possible small, unit of separate insureds would be cost effective.

(8) That the Association's life insurance proposal maintains the status quo, and is more reasonable than the offer of the Board.

(a) That both parties have proposed to continue life insurance coverage for employees equal to each employee's salary, with the Association proposing full premium payment by the Employer and the Board proposing a .21 cent per thousand premium level.

(b) That moving from 100% to .21 cents is inconsistent with the comparables, all of which either pay 100% or a fixed percentage of the required premiums.

(9) That the Association's wage proposal is preferable to that of the Board.

(a) That arbitral examination of the average wage and total package increases for the three year duration of the renewal agreement favors the selection of the final offer of the Association.

(b) That in virtually every category, both the Association's and the Board's wage increase proposals are at or below the comparable group averages. That the Association offer more closely reflects the comparables and, accordingly, its selection is favored in these proceedings.

(10) That the Association's final offer in its entirety is affordable to the District.

(a) That none of the CPI data advanced by the parties reflects the actual economic climate in Genoa City.

(b) That Genoa City has the lowest per pupil cost of any of the District's comparables.

(c) That the Board attempts to show through the "equalized value per member" and the "full value within District" that Genoa City does not have the ability to pay for the Association's offer. That a more accurate picture emerges, however, by examining the amount of State aid received by the District and the District's tax levies.

(d) That the Employer has received substantial increases in State aid over the three year period of the renewal agreement.

(e) In terms of tax levies, that the District reduced its mill rate in 1990-91, and it is currently in the middle of the comparable districts in this respect.

In summary, that the final offer of the Association is favored by arbitral consideration of the following: comparison of the final offers with those of comparable school districts; continuation of the status quo ante with respect to employee sick leave and Employer payment of the full premiums for health, dental and life insurance premiums; fair treatment for those part-time employees who participate in the District's insurance program; and salaries for support staff that almost keep pace with those paid by comparable districts. Further that the final offer of the Association is contained in an affordable package, one that lacks extreme positions, and one that is in harmony with the statutory criteria including the interest and welfare of the public.

In its reply brief the Association offered various observations relative to the positions urged by the District in its initial brief.

(1) That while the District urged that its health insurance proposal was supported by internal comparables, it ignored the fact that the teacher's settlement does not provide for payroll deductions, and the administrative group continues to have all insurance fully paid by the Employer. That the administrative group is the one most similar in size to the support staff group. Further, that the parties "agreement" on employee deductions during the 1990-91 school year merely constituted an attempt to resolve through bargaining, the then pending prohibited practice dispute.

(2) Contrary to the assertions in the District's brief, that the Employer's dental insurance proposal does not provide a contribution level equal to the full premium in all three years of the renewal agreement.

(3) That the Employer's arguments relative to the use of K-8 districts as the principal external comparisons should not be persuasive. That much has changed in the last ten to twelve years, that the so-called "unique K-8 relationship" should not be viewed as an excuse to pay less than competitive wages and benefits, and that such districts have chosen to remain K-8 despite State encouragement to consolidate. That use of the Association proposed comparables, including union organized members of the athletic conference, provides for geographically proximate comparisons with schools that are of comparable size, and which can provide accurate, reliable and verifiable data.

(4) That while the Employer urges that the sick leave proposals of the parties differ only in the percentage used in determining short term disability benefits, the offers also differ in the District's proposal for the number of preliminary days necessary to qualify for short term disability benefits.

POSITION OF THE DISTRICT

In support of the contention that its final offer is the more appropriate of the two before the Arbitrator, the District argued principally as follows:

(1) That the parties remain apart on five impasse items: health, dental and life insurance contract language; the short-term sick leave benefit; and appropriate wage rates for the 1989-90, 1990-91 and the 1991-92 school years.

(a) In the insurance areas, the Board seeks specific dollar caps in its premium contribution obligations, versus the Association's demand for a contractual obligation to pay 100% of such premium costs; the parties also differ with respect to the degree of Board premium contribution for part-time employees, and relative to certain contract language in the areas of health and dental insurance.

(b) In the area of sick leave that the parties agree with nine days annual paid sick leave with accumulation to a maximum of 27 days, but differ with respect to the percentage deduction from an employee's additional sick leave rights after his basic benefit has been exhausted; in the latter connection that the Employer proposes a 33% deduction while the Union proposes a 25% figure.

(c) In the area of wages, the Employer proposes average 4% wage increase in each year of the proposed agreement, while the Association proposes 5% increases in each of the first two years and 5.5% in the third year.

(2) By way of a brief overview of the issues, that the following considerations should be considered in the final offer selection process.

(a) That the Arbitrator's responsibility is to select the final offer which, under the statutory criteria, most closely

approximates the voluntary settlement that the parties would have reached had they been able to do so.

(b) That the final offer of the District is the more appropriate when considered in light of the practices of the District's other unionized employees (teachers), and those of other comparable school districts and private sector employees within the Genoa City area.

(c) That this is the initial labor agreement between the parties, and while the tone of the negotiations has been positive, the District has steadfastly sought to provide a competitive wage and benefits package, and to seek some kind of premium sharing for health insurance under circumstances where premium increases are excessive. That the Board proposed 15% cap is reasonable, and is comparable to what both the Board and the Association have proposed in formulating their final offers in the contract renewal negotiations covering the District's teachers.

(d) That the Board is also seeking the incorporation of dollar premium caps into the agreement in the areas of dental and life insurance. That the Board's dental insurance cap proposal is comparable to that proposed by both parties in the contract renewal negotiations covering the District's teachers.

(e) In connection with the dispute of the parties with respect to the percentage to be paid for short term disability prior to the use of the District's long term disability policy, that the Board proposed 33% reduction would render such payments identical to the long term disability policy.

(3) That the external comparables selected by the Board are both relevant and appropriate for use in these proceedings.

(a) In any interest proceeding, that both external and internal comparables are key components in determining the reasonableness of the parties' final offers.

(b) That the importance of external comparables in the final offer selection process is reflected in the opinions and awards of Wisconsin interest arbitrators.

(c) In arriving at the determination of which external districts should be viewed as comparable, the Board utilized a three tier approach; first, looking to those schools which are also feeders to the Lake Geneva-Genoa UHS (Badger) as primary comparisons; second, looking to Badger UHS as a secondary comparison; and third, using similarly sized and geographically proximate area feeder schools as area region comparisons. That the District feels that these comparables should be utilized regardless of union versus non-union status, and without regard to athletic conference membership.

(d) Pursuant to the above, that the primary external comparables should consist of Geneva J4 (Woods School), Lake Geneva J1 and Linn J4 (Traver School); the secondary external comparable should be Lake Geneva-Genoa UHS (Badger); and the

region external comparables should be Bristol #1, Wheatland J1, Randall J1, Silver Lake J1 and Twin Lakes #4.

(e) That many arbitrators have dealt with the issue of the appropriate external comparables for a small, K-8 feeder school, and they typically look to the other feeder schools and to the Union high with which it is affiliated. Arbitrators also look to other feeder schools as comparables.

(f) Apart from geographical proximity, arbitrators also consider such factors as enrollment, FTE, school costs, state aids, levy rates, equalized value and full value per member; that arbitral consideration of these factors supports the District's selection of comparables.

(4) That the Association proposed comparable pool, based upon union affiliation and union/non union status, is insufficient.

(a) That the comparison pool selection criteria used by the Union include athletic conference membership, union status, and affiliation with Southern Lakes United Educators.

(b) That the Association proposed comparables also include K-12, 9-12 and K-8 districts, and districts which are not geographically proximate or similar in size and other relevant characteristics to Genoa City.

(c) That the Union proposed comparables inappropriately ignore the unique relationship which exists between a K-8 district, its Union high school, and its other feeder schools.

(d) That the Union proposed comparables inappropriately restrict comparisons to those schools whose employees are unionized and who are represented by the same union which represents the non-certified employees at Genoa City.

(e) That the Association failed at the hearing to provide any information highlighting such information as the enrollments and FTE sizes of the school districts comprising its proposed primary external comparison group.

(5) That the Board proposed health insurance final offer is supported by consideration of both internal and external comparisons.

(a) That as stated by the Association at the hearing, insurance is the most important of the impasse items, and but for this item the parties would probably have reached a negotiated settlement.

(b) That the evidence in the record shows that the District has treated its non-certified employees in the same manner as its bargaining unit of teachers, in the area of health insurance, including the obligation of employees to share in premium costs in the event of increases in excess of 15%, and the extension of insurance coverage to part time employees.

(b) That a review of the recent history supports the Employer's insurance proposal, in that it has experienced tremendous increases in health insurance premiums over the past several

years; that the Board proposal to absorb increases up to fifteen percent in a given year is both fair and equitable.

(c) That the Board's final health insurance offer is strongly favored by consideration of internal comparisons, and that Wisconsin interest arbitrators frequently place primary reliance upon internal comparisons in considering fringe benefit components of final offers. That in the 1987-90 teachers' agreement the parties provided for employees to pay for premium increases exceeding 15%, and that they first required teacher premium contributions during the 1990-91 school year; that the District and the Association have agreed to the same language in their renewal labor agreement.

(d) Since the 1987-90 teachers agreement, that the District has implemented the 15% premium increase cap proposed in these proceedings; that since 1985-86, the District has also paid 50% of the monthly health insurance cost for employees working at least one-half time but less than full time.

(e) That the District's final offer merely reflects its striving for consistency and uniformity for all employees in the area of health insurance.

(f) That the Association's health insurance proposal represents changes in the status quo in both employee premium sharing and in connection with coverage for part time employees.

(g) That while Wisconsin interest arbitrators frequently require a quid pro quo from the proponent of change in the status quo, the Association has made no such proposal in the case at hand.

(h) That arbitral consideration of external considerations supports the health insurance component of the final offer of the District. That while many external comparables pay 100% of health insurance premiums, some pay only a percentage of such costs, and there is a trend toward premium contribution.

(6) That arbitral review of comparable wage rates supports the wage offer component of the Board's final offer.

(a) That consideration of the maximum wage rates paid for the Custodial/Maintenance, the Bookkeeper, and the Non-Certified Aide classifications within the District proposed external comparables, supports arbitral selection of the final offer of the Board.

(b) That the District wage proposal is very competitive with the primary external comparables, and the Union's higher offer is simply not justified.

(c) That in the Non-Certified Aide classification the District's final wage offer is higher than that of the Union.

(7) That the components of the Board's final offer on the remaining ancillary issues are also more appropriate.

(a) That the difference between the dental insurance components of the final offers is that the District would provide

dollar caps on its premium contributions, while the Association would provide for 100% employer premium contribution; that the Board's proposal duplicates contract language found in the Teacher's collective bargaining agreement, and would achieve internal benefit consistency and protection.

(b) That the Board's life insurance proposal is fully consistent with the same premium payment principles underlying its health and dental insurance proposals.

(c) That the Board's sick leave proposal would achieve consistency between the 67% long term disability coverage and the short terms disability coverage; that the Union demand would place the short term percentage at 75%.

(8) That the wage increase component of the Board's final offer is more consistent with the area's other private and public sector wage rates.

(a) That Board exhibits referencing the practices of seven private sector employers indicated that none have provided their employees with current wage increases as large as 5%.

(b) That only two of the private sector employers provide for any individual employee wages in excess of $10.00 per hour; under the Board's offer, however, three of five bargaining unit employees will be paid at such a level by the end of the 1991-1992 school year. Accordingly, that bargaining unit wage rates are very competitive when compared to those paid by local private sector employers.

(c) That arbitral consideration of the percentage wage increases received by the employees of Walworth County, and by those of the Village of Genoa City, support the wage component of the final offer of the Board.

In summary that the Board's final offer is favored by arbitral consideration of the following considerations: on the whole, that it is fair and competitive; that it provides for fair and competitive wages; that the health insurance premium sharing proposal is supported by internal comparables, is an extension of the status quo, and is supported by area external school district comparables; that the proration on health insurance coverage for part-time employees is supported by internal comparables, by area external school district comparables, and by Walworth County and Village of Genoa City comparables; that the dental insurance proposal is supported by internal comparables; that the ancillary language portions of the final offer are based upon considerations of contract language consistency; that the wage rates are competitive with the primary external comparables; and that the wage increase proposals are supported by settlements in Walworth County and by the Village of Genoa City.

In its reply brief, the District emphasized the following principal considerations.

(1) In the give and take of negotiations between the parties, that those in the bargaining unit have been well treated, and that the Employer has agreed to a significant number of benefits including paid attendance at training seminars, reduction of the length of the probationary period, severance pay for employee retirement after the age of 57, a dues deduction clause, a healthy vacation

and holiday benefit program, and the continuation of a long term disability benefit.

(2) That the Association's arguments relative to the makeup of the external comparability pool, ignore the arbitral standards utilized in making such determinations in connection with non-certified employees.

(a) That comparability for non-certified employees does not always follow the same rules used for teacher comparability.

(b) That non-certified staff comparisons are greatly restricted by labor market factors not often seen in the labor market demands for teachers.

(c) That Genoa City is unique in that it is a feeder school.

(d) That the Association's arguments relating to community of interest considerations, are not material and relevant to the composition of comparison pools under Section 111.70 of the Wisconsin Statutes.

(e) That the Association's attempts to limit its proposed comparison pool to union organized schools, to those with common athletic conference membership, and/or to those affiliated with the Southern Lakes United Educators are not appropriate.

(f) That the Board has never proposed that the comparison pool be limited to schools located within Walworth County.

(3) That the Association's attempt to discredit the Board proposed external public and private sector comparisons, disregards the statutory criteria. That Walworth County, Village of Genoa City, and private sector comparisons indicate the fair and competitive nature of the Employer's final offer.

(4) That the Union conveniently ignores the importance of internal comparisons in maintaining benefits consistency.

(a) That the District's health insurance and its dental insurance final offers duplicate the language found in the Teacher's collective agreement.

(b) That internal comparisons are entitled to greater weight in the final offer selection process, when they involve the maintenance of uniform benefits among internal units.

(c) That the Association's reply brief simply fails to establish the reasonableness of its final offer.

FINDINGS AND CONCLUSIONS

Prior to reaching a decision and rendering an award in these proceedings, it will be necessary for the Impartial Arbitrator to address the arguments of the parties in relation to the statutory criteria. In carrying out these functions, certain widely accepted arbitral principles have evolved; although these principles are known to both parties and were referenced in their briefs, the nature of the arbitration process and certain principles involved in the application of the statutory criteria will be discussed below, for the purpose of clarity and completeness.

The Nature of the Interest Arbitration Process

A Wisconsin interest arbitrator operates as an extension of the parties' contract negotiations, and he or she will normally attempt to place the parties into the same position they would have occupied but for their inability to achieve a complete settlement at the bargaining table. In attempting to arrive at this point an arbitrator will closely examine such factors as the wages, hours and terms and conditions of employment in existence prior to the Union's achievement of bargaining table rights, and the stipulated agreements and the negotiations history of the parties which preceded the appeal of the impasse to arbitration. These considerations are well described in the following excerpt from the frequently cited book by Elkouri and Elkouri:

> "In a similar sense, the function of the 'interest' arbitrator is to supplement the collective bargaining process by doing the bargaining for both parties after they have failed to reach agreement through their own bargaining efforts. Possibly the responsibility of the arbitrator is best understood when viewed in that light. This responsibility and the attitude of humility that appropriately accompanies it have been described by one arbitration board speaking through its chairman, Whitley P. McCoy:
>
> > 'Arbitration of contract terms differs radically from arbitration of grievances. The latter calls for a judicial determination of existing contract rights; the former calls for a determination, upon considerations of policy, fairness, and expediency, of what the contract rights ought to be. In submitting their case to arbitration the parties have merely extended their negotiations - they have left to this Board to determine what they should by negotiations, have agreed upon. We take it that the fundamental inquiry, as to each issue, is: what should the parties themselves, as reasonable men have agreed to? ...To repeat, our endeavor will be to decide the issues, as upon the evidence, we think reasonable negotiators, regardless of their social or economic theories might have decided them in the give and take of bargaining...'." [1]

The Application of the Statutory Criteria

The Wisconsin Legislature has not seen fit to prioritize the various statutory criteria described in Section 111.70(4)(cm)(7) of the Wisconsin Statutes, but it is widely recognized in Wisconsin and elsewhere that *the comparison criterion is normally the most important and persuasive of the* various arbitral criteria, and the most persuasive of the possible comparisons is normally the so-called intraindustry comparison. These considerations are briefly addressed in the following excerpts from the widely respected book by Irving Bernstein:

> "a. Intraindustry Comparisons. The intraindustry comparison is more commonly cited than any other form of comparison, or, for that matter, any other criterion. More important, the weight that it receives is clearly preeminent; it leads by a wide margin in the first rankings of arbitrators. Hence there is no risk in concluding that it is of paramount importance among the wage-determining standards..." [2]

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[1] Elkouri, Frank and Edna Asper Elkouri, How Arbitration Works, Bureau of National Affairs, Fourth Edition - 1985. pp. 104-105 (footnotes omitted).

[2] Bernstein, Irving, The Arbitration of Wages, University of California Press (Berkeley and Los Angeles), 1954, p. 56.

Of course the above observations do not determine which intraindustry comparisons should constitute the principal intraindustry comparison group for arbitral use in a given dispute, and the parties to such dispute frequently disagree in this respect.

(1) In the case at hand, the District urged a three tier group of principal comparables consisting of: three feeder schools to the Lake Geneva-Genoa UHS (Geneva J4, Lake Geneva J1 and Linn J4); the Lake Geneva-Genoa UHS itself; and other regional comparables (Bristol #1, Wheatland J1, Randall J1, Silver Lake J1 and Twin Lakes #4). It also urged that the Arbitrator's primary focus in applying the so-called intraindustry standard should be upon other K-8 feeder schools, and to the union high school with which they are affiliated.

(2) The Association urged that the primary intraindustry comparison group in these proceedings consist of other employees performing comparable jobs who are organized by the Southern Lakes United Educators, and who are employed by School Districts falling within the Southern Lakes Athletic Conference (Burlington Custodians, Burlington Secretaries/Aides, CESA #2 Special Education Program Aides, Delavan/Darien Secretaries and Aides, Lake Geneva Clericals, Lake Geneva Custodians, Randall Educational Support Personnel, Twin Lakes Custodians, Salem UHS Sec/Aides/Cooks/Cust, Twin Lakes Custodians, Union Grove J1 Custodians, Union Grove High School Sec/Cust, Waterford UHS Custodians, Western Racine County Special Ed. Aides, Wheatland Center Custodians and Wilmot UHS Secretaries/Aides/Custodians.

When dealing with disputes between parties relative to the makeup of the primary external intraindustry comparison group, arbitrators will first look to the parties' bargaining history, and they are extremely reluctant to depart from those comparisons used by the parties in the past. If there is no prior bargaining history between the parties, arbitrators will attempt to determine which intraindustry group would normally have been utilized by the parties had they been able to reach agreement; in making this determination they will look to other bargaining relationships that exist with the same employer, if any, and will consider the normal comparisons used by other, similarly situated unions and employers.

In considering the evidence and the arguments advanced by the parties, the Impartial Arbitrator is not fully satisfied with the record in these proceedings:

(1) The record is devoid of evidence relative to those school districts which have comprised the primary intraindustry comparison group in the negotiations between the parties covering the District's teachers.

(2) Neither the Wisconsin Statutes nor arbitral precedent provide for exclusion of non-organized employers from arbitral consideration in applying the comparison criterion, and there is nothing to suggest that primary arbitral attention should be directed to those employers who bargain with the same union which is a party to an interest arbitration.

(3) There is nothing that persuasively suggests to this Arbitrator that an employer which elects to remain a K-8 school district can thereby limit the makeup of the primary intraindustry comparison group to other K-8 districts. To the contrary, the primary intraindustry comparison group would normally consist of employers operating within the "public education industry."

Had there been a definitive indication in the record of the principal intraindustry comparison group used by the District and the Association in connection with teacher bargaining, the arbitrator would, in all likelihood, have utilized the same group in these proceedings. In the absence of definitive evidence of a contrary mutual intent, Wisconsin interest arbitrators normally conclude that the parameters of the athletic conference constitute an appropriate intraindustry comparison group, and that is the conclusion of the undersigned in these proceedings. Although the record does not apparently contain complete comparisons for the entire Southern Lakes Athletic Conference, the Arbitrator will consider the evidence that is in the record in making the necessary determinations.

What next of the disagreement of the parties relating to the utilization of secondary comparisons falling outside of the primary intraindustry comparison group? In this connection the District urged consideration of various other public and private sector employers in the area, while the Association suggested that the District had been improperly "picking and choosing," and cited its use of certain Walworth County employment comparisons while excluding athletic conference educational comparisons, and its reliance upon private sector comparisons in Wisconsin and Illinois; the Association urged that there was little in common between those in the bargaining unit versus other County employees, except that they worked for public sector employers, and it also objected to the District proffered evidence of private sector comparisons on the grounds of lack of specific information, the inability to verify certain wage data, and the lack of information on job comparability.

The comparisons mandated for arbitral use in Section 111.70 of the Wisconsin Statutes are rather broadly described, but the weight to be placed upon specific comparisons will vary greatly from case-to-case, depending upon the quality of the evidence and the comparability of the employers and employees. When considering impasses involving teachers, for example, comparisons with other non-teaching public employees are entitled to relatively little arbitral weight, due to the non-comparability of the work performed by teachers versus other government employees. When dealing with support personnel employed by school districts, however, a much more persuasive case can be made for more significant weight to be placed upon comparisons between such non-teaching personnel and identical or substantially similar jobs performed for other units of government. In connection with the private sector comparisons offered by the Employer, the Arbitrator will note that the quality of the evidence is not good, in that there is no explanation of how the particular employers were selected, much of the evidence is not verifiable, and there is no evidence relating to comparability of jobs; accordingly, this evidence is entitled to very little weight in these proceedings.

What next of the parties' argument relating to the significance of the status quo ante? Although the arbitral criteria described in Section 111.70(4)(cm)(7) do not specifically include such factors as the parties' bargaining history, their past practices, or their prior status quo, these considerations fall well within the coverage of sub-section (h), which requires arbitral consideration of other factors normally taken into consideration in public and private sector negotiations, mediation, fact-finding or interest arbitration. When an interest arbitrator is faced with demands from either party for significant changes in the status quo, he will normally require the proponent of change to make a very persuasive case, whether the prior status quo resulted from the past negotiations of the parties or from the unilateral action of the Employer.

The Medical Insurance Impasse Item

In this area the parties' basic differences are the hours worked threshold for part time insurance coverage, and the Employer's demand for specific stated insurance premiums for family and individual coverage for 1989-90 and 1990-91, with the Employees responsible for any premium increases in excess of 15% for 1991-92, versus the Association's demands for a contract provision specifying Employer payment of 100% of such insurance costs. While the final offer of the Employer also proposed certain language addressing changes of carriers, health insurance for probationary employees, a provision governing the application of terms of the labor contract and the terms of the insurance contract, and a limitation upon employee suits against the Employer, it is clear that the arbitral selection turns upon the disputes over insurance eligibility and the payment of premiums.

The normal preeminent importance of the intraindustry comparison criterion in the final offer selection process is discussed above, and such comparisons are represented in Employer Exhibit #39, and in Association Exhibits #36, #37 and #38. Although these exhibits represent only those intraindustry comparisons which each party feels should comprise the principal intraindustry comparison group, and they overlap somewhat, the information contained therein clearly and strongly favors the position of the Association on the insurance premium question. Six of the eight Board proposed comparables for which information is available, pay 100% of the health insurance premiums, and all but one of the fifteen of the comparables cited on the Association's exhibits provide for employer payment of 100% of health insurance premiums. While the record is less clear cut on the hours worked threshold for full insurance eligibility question, the contents of Association Exhibits #34 and #35 also favor the position of the Association on this item.

What next, however, of the Employer's reliance upon internal comparisons, and its emphasis upon the fact that the Association and the District have agreed upon health insurance language in their renewal agreement which is identical to that proposed in its final offer in these proceedings? While the element of internal comparison favors the position of the District in this respect, its weight is somewhat diminished in importance by the fact that the Employer apparently continues to pay 100% of the insurance costs for its non-represented administrative employees. In any event, and as discussed above, the intraindustry comparison criterion is normally regarded as the most important of the various possible comparisons, and it is entitled to significantly more weight in these proceedings than internal comparison with the collective agreement covering the District's teachers.

Also discussed earlier is the normal significance of the previous status quo in the final offer selection process, and the normal responsibility of the proponent of change to make a very persuasive case for such a proposal; and there can be no real dispute that the Employer is the proponent of change in this area. There is no dispute as to the rapid escalation of medical and dental insurance costs, and as to the mutual desire of employers and unions to adequately address this situation. Nowhere in the Employer's proposal, however, does the Arbitrator find any attempt to provide a quid pro quo for the Employer's proposal; although a mutual accommodation was apparently reached on the insurance contribution issue in the collective agreement covering the District's teachers, the record does not comprehensively address the basis for the agreement. Without unnecessary additional elaboration, the Impartial Arbitrator will merely reference the findings that the District has failed to make the requisite persuasive case for a change in the status quo ante, and that this consideration favors the selection of the health insurance coverage component of the final offer of the Association.

On the basis of all of the above, the Arbitrator has preliminarily concluded that the record rather clearly favors the final offer of the Association on the health insurance impasse item.

The Dental Insurance Impasse Item

The considerations before the Arbitrator in the area of dental insurance mirror the above described positions of the parties in the area of medical insurance, with the exception of the fact that the detailed intraindustry comparisons on premium rates and payment are contained in Association Exhibits #43, #44 and #45.

The above discussion and preliminary conclusions relating to health insurance have equal application in the area of dental insurance, and they are incorporated by reference into this section of the opinion and award. Accordingly, the Arbitrator has preliminarily concluded that the record rather clearly favors the final offer of the Association on the dental insurance impasse item.

The Life Insurance Impasse Item

The parties are in accord with respect to providing life insurance to employees in an amount equal to annual salary rounded up to the next higher $1,000.00, but the Employer proposes to pay a premium rate of .21 per month per thousand dollars of coverage, and the Association proposes a contract provision mandating that the Employer pay the full cost of such coverage.

Life insurance costs are much less significant and much less volatile than those applying to medical and dental insurance, and this item is clearly of a lesser order of importance. The most significant evidence in the record relating to life insurance is contained in Association Exhibit #52, which shows that a majority of the referenced intraindustry comparison group provide for full payment or 100% payment, and it also shows that this is true of the Genoa City Teachers and Genoa City Administration. Accordingly, the Impartial Arbitrator has preliminarily concluded that the intraindustry and the internal comparison criteria clearly favor the position of the Association on the life insurance impasse item.

The Wage Increase Impasse Item

The final wage increase proposals of the parties are somewhat unusual in their detail, and in the fact that the Employer is proposing a higher third year wage for two of the bargaining unit employees, but its overall proposal is lower than that of the Association. In general terms, the percentage and the cents per hour increases proposed by the parties for each of the three years of the agreement are as follows:

(1) In the first year, the Employer proposes an approximate 4% across the board increase, averaging .35 per hour, while the Association proposes an approximate 5% increase, averaging .44 per hour.

(2) In the second year, the Employer proposes an approximate 4% across the board increase, averaging .37 per hour, while the Association proposes an approximate 5% increase, averaging .47 per hour.

(3) In the third year, the Employer proposes an approximate 4% across the board increase, averaging .38 per hour, while the Association proposes an approximate 5.5% increase, averaging .54 per hour.

Each of the parties emphasized the comparison criterion in connection with its final wage offer. When comparing wages between employers, a number of possibilities exist, including comparisons of wage rates on a job by job

basis, and comparisons of wage increases appended to preexisting wage structures on either a dollar and/or a percentage basis, and both of these methods were used in the dispute at hand.

(1) In Employer Exhibits #23, #24 and #25, the District compared the wages paid within its recommended intraindustry comparison group for employees within the Custodial/Maintenance, the Bookkeeper and the Aide (non-certified) classifications. This exhibit would suggest that both final offers would be more than competitive in the Custodial/Maintenance Classification, that both offers were low at the minimum and reasonably competitive at the maximum of the rate ranges for the Bookkeeper Classification, and that both final offers were less than competitive within the Aide (non-certified) Classification.

(2) In Employer Exhibit #26, the District shows the percentage wage increases for 1989, 1990 and 1991 for various Walworth County Employees, and the highest increases of 4% occur only in the third year. None of the jobs shown would appear to be comparable to the jobs in the bargaining unit in these proceedings, however, and a variety of footnotes indicate special circumstances applicable to various of the increases.

(3) In Employer Exhibit #27, the District shows the rates paid for four Walworth County Courthouse classifications, and indicates wage increases averaging 3%, 2.5% and 4% for 1989, 1990 and 1991.

(4) In Association Exhibits #20, #21 and #22, the Association shows the various cents per hour and percentage increases for 1989-90, 1990-91 and 1991-92, within its proposed intraindustry comparison group of fifteen employers. To the extent that information is available, these exhibits show average wage increases of .44 per hour and 5.67% in 1989-90, .47 per hour and 5.03% in 1990-91, and .54 per hour and 5.51% in 1991-92. These increases are significantly closer to the Association's than to the Board's final offer in these proceedings.

On the basis of the previously discussed weight normally placed upon the intraindustry comparison, and the contents of Employer Exhibits #23, #24 and #25. and Association Exhibits #20, #21 and #22, the Impartial Arbitrator has preliminarily concluded that arbitral consideration of the comparison criteria favors the wage component of the final offer of the Association, rather than that of the Employer.

The weight normally placed upon the cost of living criterion varies greatly with the rate of change in consumer prices, increasing in importance during periods of rapid escalation in living costs and declining in importance during periods of relative stability. For a variety of reasons related to the makeup of the market basket of goods and services utilized in measuring consumer price changes, the indexes tend to somewhat overstate the actual increase in cost of living experienced by consumers. When the contents of Employer Exhibit #12 and Association Exhibit #55 are compared against the respective final wage offers, they somewhat favor the wage offer of the Employer. The cost of living criterion, however, is not entitled to equivalent weight to that accorded the comparison criterion in these proceedings.

On the basis of the above, the Impartial Arbitrator has preliminarily concluded that arbitral consideration of the evidentiary record and the arbitral criteria, on balance, favors the offer of the Association on the wage increase impasse item.

The Paid Sick Leave/Long Term Disability Impasse Item

In this area the Impartial Arbitrator has experienced some difficulty in addressing the respective final offers and the evidence and arguments advanced by the parties. An examination of the final offers indicates that the parties are apart on three items: the Employer proposed seven day corridor on LTD benefits; the Employer proposed $2,000 monthly maximum on LTD benefits versus the Association proposed $6500 maximum; and whether the LTD benefit described in Section A(1)(b) of the new agreement should be subject to the 33% reduction proposed by the Employer or the 25% reduction proposed by the Union. During the course of the hearing, the Association indicated that the $2,000 versus $6,500 figure was not in dispute, apparently due to the conclusion that the lower figure was a vestigial remnant of the original plan dating back to the early 1980s; in its brief, however, the Association emphasized and urged arbitral consideration of the $2,000 versus $6,500 figures in the final offers. In its briefs, the Employer urged that the only difference between the final offers was the 33% versus the 25% reduction question.

Although there is some evidence in the record which indicates that the Employer is not fully competitive in the area of paid sick leave and long term disability benefits with the intraindustry comparables, due to the above described questions in the mind of the Arbitrator with respect to this portion of the final offers, I have preliminarily concluded that the record does not definitively favor the final offer of either party. Accordingly, the Impartial Arbitrator is unable to assign significant weight to this impasse item in the final offer selection process.

Summary of Preliminary Conclusions

As discussed more thoroughly above, the Impartial Arbitrator has reached the following summarized, principal preliminary conclusions.

(1) The primary function of a Wisconsin interest arbitrator is to attempt to place the parties into the same position they would have occupied but for their inability to achieve a complete settlement at the bargaining table.

(2) Although the Wisconsin Legislature has not prioritized the various statutory arbitral criteria described in Section 111.70(4)(cm)(7) of the Wisconsin Statutes, the comparison criterion is normally the most important and persuasive of the various criteria, and the so-called intraindustry comparison is normally the most important of the various possible comparisons.

(3) The principal intraindustry comparison group for use in these proceedings consists of the Districts falling within the Southern Lakes Athletic Conference, regardless of union or non-union status.

(4) Certain other public sector comparisons emphasized by the Employer are entitled to greater weight than would be an impasse involving teaching employees of the District, depending in each case upon the quality of the evidence and the comparability of the employees.

(5) Private sector comparisons will normally be assigned weight on a case by case basis, in each case dependent upon the quality of the evidence in the record and the comparability of the employees.

(6) The proponent of change in the status quo ante must make a very persuasive case for change, whether the prior status quo resulted

from the negotiations of the parties or from the unilateral action of the Employer.

(7) Consideration of the evidentiary record and the arbitral criteria clearly favors the offer of the Association on the health insurance impasse item and on the dental insurance impasse item.

(8) Consideration of the evidentiary record and the arbitral criteria clearly favors the offer of the Association on the life insurance impasse item.

(9) Consideration of the evidentiary record and the arbitral criteria, on balance, favors the offer of the Association on the wage increase impasse item.

(10) On the basis of consideration of the evidentiary record, the Impartial Arbitrator is unable to assign significant weight in the final offer selection process to the paid sick leave/long term disability impasse item.

In addition to the above, the Impartial Arbitrator will note that he has carefully examined the entire record on all of the impasse items, and has concluded that no determinative weight in the final offer selection process can be placed upon the stipulations of the parties, the interests and welfare of the public criterion, or the overall level of compensation criterion, and there have been no material and relevant changes in circumstances during the course of the proceedings which would impact upon the final offer selection process.

Selection of Final Offer

Based upon a careful consideration of the entire record in these proceedings, and a review of all of the statutory criteria, the Impartial Arbitrator has preliminarily concluded that the final offer of the Association is the more appropriate of the two final offers.

AWARD

Based upon a careful consideration of all of the evidence and arguments, and a review of all of the various arbitral criteria provided in Section 111.70(4)(cm)(7) of the Wisconsin Statutes, it is the decision of the Impartial Arbitrator that:

(1) The final offer of the Association is the more appropriate of the two final offers before the Arbitrator.

(2) Accordingly, the final offer of the Association, hereby incorporated by refrerence into this award, is ordered implemented by the parties.

William W. Petrie

WILLIAM W. PETRIE
Impartial Arbitrator

July 15, 1992