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IN ARBITRATION BEFORE
ROBERT J. MUELLER

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of

BEAVER DAM UNIFIED SCHOOL DISTRICT

To Initiate Arbitration
Between Said Petitioner and

BEAVER DAM EDUCATION ASSOCIATION

DECISION & AWARD
Case 20; No. 47254
INT/ARB-6431; Decision
No. 27412-A

APPEARANCES:

Davis & Kuelthau, S.C., Attorneys at Law, by MR. CLIFFORD B. BUELOW, for the Employer.

MR. ARMIN BLAUFUSS, UniServ Director, Winnebago land UniServ, for the Association.

INTRODUCTION:

On November 3, 1992, the Wisconsin Employment Relations Commission appointed the undersigned as arbitrator to issue a final a binding award pursuant to Sec. 111.70(4)(cm)6. and 7. of the Municipal Employment Relations Act. A hearing was held at Beaver Dam, Wisconsin on February 4, 1993. The parties were present and were afforded opportunity to present such evidence, testimony and arguments as they deemed appropriate. Pursuant to mutual agreement reached at the hearing, subsequent thereto the parties discussed and agreed upon the submission of exhibit modifications and rebuttal exhibits which were received by the undersigned from the respective parties on February 26, 1993.

The parties thereafter submitted initial briefs which were received on March 31, 1993. The parties exchanged copies directly with each other. On April 19, 1993, reply briefs were submitted to the arbitrator and copies were exchanged directly between the parties.

THE FINAL OFFER OF THE EMPLOYER:

1. Two year agreement.
2. Current agreement except as modified by tentative agreements and the proposals which follow.
3. Amend Appendix A salary schedule by increasing the base to \$22,814 in 1991-92 and \$23,654 in 1992-93.
4. Amend Appendix A, paragraph D to read as follows:

The Board of Education shall contribute up to 6.1% (as of 7/1/91) and up to 6.2% (as of 1/1/92) of all compensation to the employee's share of Wisconsin Retirement System.

5. Amend Appendix A, paragraph B, by adding the following:

Employees may voluntarily elect on an annual basis to increase their health insurance premium contribution from 10% to 14.25%. Those employees who so elect shall be paid \$100 (if enrolled in a family plan) or \$40 (if enrolled in a single plan) each year upon such election. Those employees who so elect shall also be entitled to elect to make such payments with pretax dollars under a Section 125 salary reduction plan. These elections must be made ten (10) days prior to the first payroll each school year. Those teachers who make such elections shall be able to immediately revoke such elections if Congress changes the tax laws so as to prohibit the payment of such premiums with pretax dollars.

Effective 1992-93 only, this provision shall become effective the first payroll following thirty (30) days after the date of the arbitration award. Teachers who wish to make these elections may do so up to ten (10) days prior to the first affected payroll. Teachers who make these elections shall receive a fraction of the \$100 (if enrolled in a family plan) or \$40 (if enrolled in a single plan) annual election payment, the fraction having a numerator equal to the number of teacher contract days which will be paid as a part of and subsequent to the first affected payroll and having a denominator equal to the total number of teacher contract days in the school year.

6. Amend Appendix B, paragraph 4e by increasing the ancillary base to \$22,244 in 1991-92 and \$23,063 in 1992-93. Increase all Appendix B dollar amounts by 4% in 1991-92 and 4% in 1992-93.
7. Amend Appendix D, Summer School, by increasing the rates by 4% in 1992 and 4% in 1993.

THE FINAL OFFER OF THE ASSOCIATION:

Article VIII, G. Frequency of Salary Payments

1. Teachers shall be paid in 24 equal bimonthly installments commencing on September 15. Payments shall be made on the 15th day and the last day of each month September through August.
2. Teachers who wish to be paid on a 10-month basis must submit a written request prior to September 1 to the District business office. Such payment shall be made in 20 equal bimonthly installments commencing on September 15. Payments shall be made on the 15th and the last day of each month from September through June.

3. When the 15th or last day of a month falls on a nonschool day, checks shall be issued on the last preceding school day.

Article IX, A. Retirement Contribution, 2 and Appendix A-D.

Change "6% (as of 1/1/86)" to "6.1% as of 7/1/91 and 6.2% as of 1/1/92."

Article IX, E. Health Insurance, H. Dental Insurance, and Appendix A- B and F.

At the option of the District:

1. Change the health and dental insurance carrier to WEAIG with a change of the prescription drug card deductible to \$4 (brand name)/\$2 (generic)/\$2 (mail order).

or

2. Maintain the status quo.

Article XIV, Term of Agreement

- A. Change "1989" to "1991" and "1991" to "1993."

Appendix A

1991-92 Salary Schedule - attached
1992-93 Salary Schedule - attached

Appendix B

4 c, Ancillary Base:
1991-92 \$22,406
1992-93 \$23,401

Increase all dollar amounts:

1991-92 4.7%
1992-93 4.4%

Appendix D

Summer 1992 Increase 1991 rates by 4.7%
Summer 1993 Increase 1992 rates by 4.4%

17-Jun-92

BEAVER DAM 1991-92 SALARY SCHEDULE

Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	
Index	1.0000	1.0375	1.0750	1.1125	1.1500	1.1875	1.2250	1.2625	
1.00000	1.0	22,980	23,842	24,704	25,565	26,427	27,289	28,151	29,012
1.02300	1.5	23,509	24,390	25,272	26,153	27,035	27,916	28,798	29,680
1.04600	2.0	24,037	24,938	25,840	26,741	27,643	28,544	29,445	30,347
1.06900	2.5	24,566	25,487	26,408	27,329	28,250	29,172	30,093	31,014
1.09200	3.0	25,094	26,035	26,976	27,917	28,858	29,799	30,740	31,681
1.11500	3.5	25,623	26,584	27,544	28,505	29,466	30,427	31,388	32,349
1.13800	4.0	26,151	27,132	28,113	29,093	30,074	31,055	32,035	33,016
1.16100	4.5	26,680	27,680	28,681	29,681	30,682	31,682	32,683	33,683
1.18400	5.0	27,208	28,229	29,249	30,269	31,290	32,310	33,330	34,351
1.20700	5.5	27,737	28,777	29,817	30,857	31,897	32,938	33,978	35,018
1.23000	6.0	28,265	29,325	30,385	31,445	32,505	33,565	34,625	35,685
1.25300	6.5	28,794	29,874	30,953	32,033	33,113	34,193	35,273	36,352
1.27600	7.0	29,322	30,422	31,522	32,621	33,721	34,820	35,920	37,020
1.29900	7.5	29,851	30,970	32,090	33,209	34,329	35,448	36,567	37,687
1.32200	8.0	30,380	31,519	32,658	33,797	34,936	36,076	37,215	38,354
1.34500	8.5	30,908	32,067	33,226	34,385	35,544	36,703	37,862	39,021
1.36800	9.0	31,437	32,616	33,794	34,973	36,152	37,331	38,510	39,689
1.39100	9.5	31,965	33,164	34,363	35,561	36,760	37,959	39,157	40,356
1.41400	10.0	32,494	33,712	34,931	36,149	37,368	38,586	39,805	41,023
1.43700	10.5	33,022	34,261	35,499	36,737	37,976	39,214	40,452	41,691
1.46000	11.0	33,551	34,809	36,067	37,325	38,583	39,842	41,100	42,358
1.48300	11.5	34,079	35,357	36,635	37,913	39,191	40,469	41,747	43,025
1.50600	12.0	34,608	35,906	37,203	38,501	39,799	41,097	42,395	43,692
1.52900	12.5				39,089	40,407	41,724	43,042	44,360
1.55200	13.0				39,677	41,015	42,352	43,690	45,027

17-Jun-92

BEAVER DAM 1992-93 SALARY SCHEDULE

Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	
Index	1.0000	1.0375	1.0750	1.1125	1.1500	1.1875	1.2250	1.2625	
1.00000	1.0	24,000	24,900	25,800	26,700	27,600	28,500	29,400	30,300
1.02300	1.5	24,552	25,473	26,393	27,314	28,235	29,156	30,076	30,997
1.04600	2.0	25,104	26,045	26,987	27,928	28,870	29,811	30,752	31,694
1.06900	2.5	25,656	26,618	27,580	28,542	29,504	30,467	31,429	32,391
1.09200	3.0	26,208	27,191	28,174	29,156	30,139	31,122	32,105	33,088
1.11500	3.5	26,760	27,763	28,767	29,771	30,774	31,778	32,781	33,785
1.13800	4.0	27,312	28,336	29,360	30,385	31,409	32,433	33,457	34,481
1.16100	4.5	27,864	28,909	29,954	30,999	32,044	33,089	34,133	35,178
1.18400	5.0	28,416	29,482	30,547	31,613	32,678	33,744	34,810	35,875
1.20700	5.5	28,968	30,054	31,141	32,227	33,313	34,400	35,486	36,572
1.23000	6.0	29,520	30,627	31,734	32,841	33,948	35,055	36,162	37,269
1.25300	6.5	30,072	31,200	32,327	33,455	34,583	35,710	36,838	37,966
1.27600	7.0	30,624	31,772	32,921	34,069	35,218	36,366	37,514	38,663
1.29900	7.5	31,176	32,345	33,514	34,683	35,852	37,021	38,191	39,360
1.32200	8.0	31,728	32,918	34,108	35,297	36,487	37,677	38,867	40,057
1.34500	8.5	32,280	33,490	34,701	35,911	37,122	38,332	39,543	40,753
1.36800	9.0	32,832	34,063	35,294	36,526	37,757	38,988	40,219	41,450
1.39100	9.5	33,384	34,636	35,888	37,140	38,392	39,643	40,895	42,147
1.41400	10.0	33,936	35,209	36,481	37,754	39,026	40,299	41,572	42,844
1.43700	10.5	34,488	35,781	37,075	38,368	39,661	40,954	42,248	43,541
1.46000	11.0	35,040	36,354	37,668	38,982	40,296	41,610	42,924	44,238
1.48300	11.5	35,592	36,927	38,261	39,596	40,931	42,265	43,600	44,935
1.50600	12.0	36,144	37,499	38,855	40,210	41,566	42,921	44,276	45,632
1.52900	12.5				40,824	42,200	43,576	44,953	46,329
1.55200	13.0				41,438	42,835	44,232	45,629	47,026

DISCUSSION:

The parties have raised the following issues by virtue of the exhibits and arguments entered in the case.

1. Comparables - The parties are in partial disagreement as to which districts constitute the primary pool and which others, if any, are relevant for comparative purposes.

2. Salary offers - Both parties clearly consider this issue to be the most important one. The parties are in disagreement concerning the dollar and/or percentage amounts of settlements at several of the other referenced districts. A major point of contention involves the union's contention that factor H, overall compensation, should be afforded greater weight in the evaluation, consideration and selection process by the arbitrator, as opposed to application of factors D and E of Sec. 111.70. The employer's arguments were directed at salary only comparisons for the most part, while the union's was directed at total package comparisons. The parties also entered argument on the matter of what, if any, consideration should be afforded the past negotiation history of the parties.

3. Health insurance.

4. Other final offer matters.

Each will be discussed hereinafter under their respective headings.

1. COMPARABLES:

Both parties stated agreement that the comparables should be those districts found to be the primary pool of comparables by Arbitrator Joseph Kerkman in a decision between the same parties issued in 1987. They do not agree, however, on interpretation of such decision.

The union contends the pool of comparables under the Kerkman decision includes the Dodge County districts. The employer contends it does not.

Both parties agree that the pool of comparables under the Kerkman decision, consists of the Little Ten Athletic Conference schools of Hartford Union High School, Oconomowoc, Watertown, Waupun and West Bend. Wisconsin Lutheran High School is also a member of the athletic conference, but is excluded as a comparable. The school districts of Fort Atkinson, Portage, Ripon and Sun Prairie were added to the pool as appropriate comparables by arbitrator Kerkman.

The union argues that the additional Dodge County districts consisting of Dodgegeland, Horicon, Hustisford, Lomira and Mayville should also be added to such primary pool by virtue of the following statement contained in Kerkman's decision. After discussing and rejecting a number of Association suggested comparables, he said,

"The undersigned is puzzled by the fact that the Association has adduced no evidence with respect to the

Dodge County School Districts, which in its Exhibit No. 5 it sets forth as possible comparables. Those districts are Dodgeland, Horicon, Hustisford, Lomira and Mayville. The undersigned might be persuaded to consider certain of these school districts as comparable, as he did in Dodgeland (Decision No. 23378-B 11/20/86). However, since neither party has adduced evidence with respect to comparability data on these potential comparables, the undersigned will not include them in these comparisons."

The union argues that the Dodge County districts should be included in the primary comparison pool on the basis of such statement. The employer argues that such statement does not find such districts to be comparable, but only provides that if comparability data were presented, he would have considered such data to determine whether or not any of said districts were comparable.

The employer contends Kerkman referred to such districts in his award because the Association referred to them as possible comparables but made no determination as to comparability because no data had been placed in evidence from which a determination could be made. The same facts are present in this case. Again the association has failed to put data into evidence upon which a comparability judgment could be made.

The association contends they should be included in the primary comparable pool because of the fact that arbitrator Kerkman included the Beaver Dam district as one of the comparable districts in his Dodgeland decision (No. 23378-B, 1986). In addition, in all subsequent arbitrations involving the Dodge county districts, every arbitrator has included Beaver Dam as one of the appropriate comparables to the Dodge County district involved in the arbitration and every district with the exception of Lomira, has been so involved.

I subscribe to and agree that arbitral precedent favors continuation of previously established comparables so as to lend stability and predictability to the collective bargaining process. Adherence to such principle, however, does not mean that one should never deviate from a set of comparables once determined and applied to the dispute of the parties. In Kerkman's case, he was not able to make a judgment as to comparability because he did not have comparability data before him in the Beaver Dam case. In a later case involving a Dodge County district he apparently did have comparability data available and in that case he determined that Beaver Dam was a comparable district to the Dodge County district in his case. Logic would seem to call for such type finding to go both ways.

Association exhibit No. 17 is a map of Beaver Dam and surrounding area with the locations of the various other school districts identified thereon. Such exhibit shows that all of the Dodge County districts are in relatively

close proximity to Beaver Dam. By virtue of such closer proximity, their economic base is more comparable to the base of Beaver Dam. They also participate to a greater extent in the same labor market and bread basket market by virtue of such proximity one to the other. It seems to me that a stronger argument could be made for excluding the districts of West Bend and Oconomowoc on the basis of distance from Beaver Dam and the fact that both of such districts have a different economic base and are more influenced by the Milwaukee suburban labor and bread basket market. Additionally, West Bend and Oconomowoc are both considerably larger than are any of the other Kerkman comparables.

Finally, it must be observed that all of the Dodge County districts are considerably smaller than Beaver Dam. While other comparative characteristics are fairly similar, ie. school cost per pupil, state aid per pupil and equalized valuation per member, I am of the judgment that such districts should not be placed in the primary set of comparables. (see Er. Ex. 18)

That is not to say that they are not relevant. Because of their proximity to Beaver Dam, their sharing the same labor market, their sharing the same bread basket market and the greater similarity of their economic bases, I would classify them as a secondary pool of comparables that should be afforded consideration not significantly less than the primary pool.

A review of exhibits, particularly Association Exhibit no. 28, reveals that the Dodge County districts are interspersed almost equally above and below the average of the sixteen districts. (see 1990-91 rankings) Such observation indicates that inclusion of the Dodge County districts along with the Kerkman primary districts as one would not distort a comparative analysis. I therefore will evaluate and compare them as one pool of comparables.

2. SALARY OFFERS:

The difference between the Employer salary only offer and the BDEA salary only offer is as follows. The amounts and percentages include any schedule lifts.

	Employer		BDEA	
	1991-92	1992-93	1991-92	1992-93
Avg. \$ increase	\$2,000	\$2,000	\$2,258	\$2,285
% increase	5.97%	5.63%	6.74%	6.39%

The difference between the two offers using total package costs is as follows:

Avg. \$ increase	\$2,379	\$2,803	\$2,736	\$3,170
% increase	5.14%	5.76%	5.91%	6.47%

The Association argued that total package comparisons should

be given the greatest weight in this case. They contend the parties had used total package costing in the settlement of their 1989-91 agreement. Association Exhibits # 40 and 41 contained the total package settlements at the comparable districts and are as follows:

BEAVER DAM COMPARABLES' SETTLEMENTS
1991-92 and 1992-93

Assn. Exh. 40

Total Package Percent Increase

	<u>1991-92</u>	<u>1992-93</u>
Hartford UHS	5.40	6.10
Oconomowoc	5.94	NS
Watertown	6.11	6.57
Waupun	6.61	5.88
West Bend	6.38	6.80
Dodgeland	8.23	NS
Horicon	6.96	6.12
Hustisford	5.80	NS
Lomira	7.43	7.27
Mayville	5.23	6.31
Ft. Atkinson	7.69	7.55
Portage	6.02	6.48
Ripon	6.31	6.30
Sun Prairie	8.05	6.04
AVERAGE	6.58	6.49
Beaver Dam		
Association	5.91	6.47 (corrected)
Board	5.14	5.76 (corrected)

BEAVER DAM COMPARABLES' SETTLEMENTS
1991-92 and 1992-93

ASSN. Exh. 41

Total Package Dollar/Teacher Increase

	<u>1991-92</u>	<u>1992-93</u>
Hartford UHS	2,814	3,292
Oconomowoc	2,653	NS
Watertown	3,021	3,281
Waupun	2,848	2,700
West Bend	3,120	NA
Dodgeland	3,214	NS
Horicon	3,241	3,050
Hustisford	2,020	NS
Lomira	3,160	3,296
Mayville	2,394	3,040
Ft. Atkinson	3,261	3,256
Portage	2,326	2,656
Ripon	2,615	2,777
Sun Prairie	3,660	2,968
 AVERAGE	 2,882	 3,032

Beaver Dam

Association	2,736	3170 (corrected)
Board	2,379	2803 (corrected)

The Association summarized such data and made the following observations concerning such data at page 14 of their initial brief as follows:

1991-92 Total Package Costing

	<u>Percent</u>	<u>\$/Teacher</u>
Comparable Average	6.58%	\$2,882
Beaver Dam		
BDEA	5.91%	\$2,736
District	5.14%	\$2,379

1992-93 Total Package Costing

	<u>Percent</u>	<u>\$/Teacher</u>
Comparable Average ⁴	6.60%	\$3,022
Beaver Dam ⁵		
BDEA	6.47%	\$3,170
District	5.76%	\$2,803

This analysis clearly favors the BDEA offer. Even if Horicon's 1992-93 settlement remained at 6.12% instead of 7.47%, the average percent increase in total package would be 6.48%. A total package increase which is almost identical to the BDEA's 1992-93 total package proposal of 6.47%.

Over the two year duration of the 1991-93 Collective Bargaining Agreement, Beaver Dam teachers will realize a total package increase of \$5,906. An amount which is virtually the same as the two-year total package increase in the comparables, \$5,904. The District offer whether measured on a percent or dollar per teacher basis is way off the mark.

⁴A-40 and A-41 adjusted for Watertown and Horicon.

⁵A-40 and A-41 adjusted per District-revised Exhibits D9 and D10.

The Association's reference to a difference in the Horicon data is derived from a difference in the Association exhibits. Its initial Ex. #42 indicates that the total package cost of the 1992-93 settlement was 6.12% whereas the supplemental Ex #50 indicates such settlement to have been 7.47%.

The Association also entered exhibits dealing with salary only comparability. Assn. Exh. 42 and 43 set forth such data as follows:

BEAVER DAM COMPARABLES' SETTLEMENTS Assn. Exh. # 42
 1991-92 and 1992-93

Salary-only Percent Increase

	<u>1991-92</u>	<u>1992-93</u>
Hartford UHS	5.73	5.50
Oconomowoc	6.02	NS
Watertown	5.35	5.90
Waupun	5.97	5.93
West Bend	5.46	6.01
Dodgeland	6.27	NS
Horicon	6.79	5.82
Hustisford	6.53	NS
Lomira	6.60	6.32
Mayville	5.70	5.46
Ft. Atkinson	7.22	6.91
Portage	6.27	5.85
Ripon	6.79	6.28 ⁱ
Sun Prairie	6.44	5.60
 AVERAGE	 6.22	 6.23
 Beaver Dam		
Association	6.74	6.39
Board	5.97	5.63

ⁱAssociation and Board have a dispute subject to grievance arbitration regarding 1992-93 salary schedule.

BEAVER DAM COMPARABLES' SETTLEMENTS Assn. Exh. # 43
1991-92 and 1992-93

Salary-only Dollar/Teacher Increase

	<u>1991-92</u>	<u>1992-93</u>
Hartford UHS	2,100	2,100
Oconomowoc	2,100	NS
Watertown	1,901	2,100
Waupun	1,900	2,000
West Bend	2,020	2,212
Dodgeland	1,861	NS
Horicon	2,346	2,147
Hustisford	1,939	NS
Lomira	2,009	2,054
Mayville	1,856	1,879
Ft. Atkinson	2,189	2,258
Portage	1,808	1,794
Ripon	1,935	1,910 ¹
Sun Prairie	2,465	2,096
AVERAGE	2,031	2,050
Beaver Dam		
Association	2,258	2,285
Board	2,000	2,000

¹Association and Board have a dispute subject to grievance arbitration regarding 1992-93 salary schedule.

The Employer also entered similar comparative charts. Their charts segregated the Kerkman comparables from the Dodge County districts. Er. Exhs. 20-B (revised) and 20-C contained both wages only and total package data of the Kerkman comparables as follows:

School District	1991-92		Er. Ex. 20-c	
	Wages	Only	Total	Package
	\$	%	\$	%
Fort Atkinson	\$2,528	7.22%	\$3,261	7.69%
Hartford UHS	\$2,232	5.70%	\$2,814	5.40%
Oconomowoc	\$2,100	6.06%	\$2,931	6.27%
Portage	\$1,808	6.30%	\$2,326	6.00%
Ripon	\$1,935	6.79%	\$2,615	6.30%
Sun Prairie	\$2,448	7.04%	\$3,640	8.00%
Watertown	\$1,901	5.30%	\$3,021	6.10%
Waupun	\$1,900	6.00%	\$2,947	6.80%
West Bend	\$2,020	5.60%	\$2,871	5.90%
Average:	\$2,097	6.22%	\$2,936	6.50%

BEAVER DAM - BOARD	\$2,000	5.97%	\$2,379	5.14%
+/- Average:	(\$97)	-0.25%	(\$557)	-1.36%
BEAVER DAM - ASSN.	\$2,258	6.74%	\$2,736	5.91%
+/- Average:	\$161	0.52%	(\$200)	-0.59%

School District	1992-93		Er. Ex. 20-B (revised)	
	Wages	Only	Total	Package
	\$	%	\$	%
Fort Atkinson	\$2,258	6.91%	\$3,256	7.55%
Hartford UHS	\$2,100	5.51%	\$2,758	5.39%
Oconomowoc	NS	NS	NS	NS
Portage	\$1,794	5.90%	\$2,656	6.50%
Ripon*	\$1,688	5.55%	\$2,778	6.30%
Sun Prairie	\$2,096	5.57%	\$3,013	6.14%
Watertown	\$2,100	5.90%	\$3,185	6.38%
Waupun	\$1,999	5.93%	\$2,712	5.91%
West Bend	\$2,212	6.01%	\$3,232	6.35%
Average:	\$2,031	5.91%	\$2,949	6.32%

BEAVER DAM - BOARD	\$2,000	5.63%	\$2,803	5.76%
+/- Average:	(\$31)	-0.28%	(\$146)	-0.56%
BEAVER DAM - ASSN.	\$2,285	6.39%	\$3,170	6.47%
+/- Average:	\$254	0.48%	\$221	0.15%

*Initial costing indicated wages only of \$1,910 or 6.28%. Total package was locked in at 6.3%.

Because of several significant differences between the parties concerning the value of the settlements at several of the comparables, the employer developed the following "chart 3". It must be noted that the amount of the salary only settlement at Sun Prairie for 1991-92 is still slightly different, although not enough to skew the results.

Chart 3 (1991-92) and chart 4 (1992-93) are as follows:

CHART 3: 1991-92 SALARY ONLY
SETTLEMENT COMPARISONS
(KERKMAN COMPARABLES)

	\$	%
Fort Atkinson	\$2,189	7.22%
Hartford UHS	\$2,100	5.70%
Oconomowoc	\$2,100	6.06%
Portage	\$1,808	6.30%
Ripon	\$1,935	6.79%
Sun Prairie	\$2,448	6.44%
Watertown	\$1,901	5.30%
Waupun	\$1,900	6.00%
West Bend	\$2,020	5.46%
AVERAGE:	\$2,045	6.14%
BEAVER DAM - BOARD	\$2,000	5.97%
	-\$45	-.17%
BEAVER DAM - ASSOCIATION	\$2,258	6.74%
	+\$213	+.60%

(SOURCE: D-20C; BDEA-42, 43)

The above data, it would appear, refutes the association contention that the teachers at Beaver Dam settled for less than the comparables on wages only for the 1989-91 contract term.

In association with the above contention, the association also argued that Beaver Dam has fallen behind the comparables because of voluntary adjustments to the salary schedules during the period 1983-84 through 1988-89. The various changes have resulted in elimination of the longevity schedule and the addition of three years to the vertical salary schedule. The association contends such changes results in the benchmarks at Beaver Dam to be higher than the composite benchmarks at the comparables.

The following portions of Assoc. Exh. 30 illustrates the relative ranking of Beaver Dam with the comparables.

(see pages 17, 18 & 19 following)

CHART 4: 1992-93 SALARY ONLY
SETTLEMENT COMPARISON
(KERKMAN COMPARABLES)

	\$	%
Fort Atkinson	\$2,258	6.91%
Hartford UHS	\$2,100	5.51%
Oconomowoc	NS	NS
Portage	\$1,794	5.85%
Ripon	\$1,688	5.55%
Sun Prairie	\$2,096	5.57%
Watertown	\$2,100	5.90%
Waupun	\$1,999	5.93%
West Bend	\$2,212	6.01%
AVERAGE:	\$2,031	5.90%
BEAVER DAM - BOARD	\$2,000	5.63%
	-\$31	-.27%
BEAVER DAM - ASSOCIATION	\$2,285	6.39%
	+\$254	+.49%

(SOURCE: Revised D-20B; BDEA-42, 43).

It is noted that the rate listed for Ripon is 1,688 rather than 1,910 (\$222 less) than the amount shown on the association exhibits. If one uses the 1,910 amount, the average would then be 2,059. The employer's offer would then be \$59 below the average and the association's offer would be \$226 above the average.

The employer prepared separate charts concerning the Dodge County districts. Charts 9 and 10 as set forth in their initial brief are as follows:

CHART 9: 1991-92 SALARY ONLY
SETTLEMENT COMPARISON
(DODGE COUNTY SCHOOLS)

	\$	%
Dodgeland	\$1,861	6.27%
Horicon	\$2,346	6.79%
Hustisford	\$1,938	6.53%
Lomira	\$2,011	6.60%
Mayville	\$1,856	5.70%
AVERAGE	\$2,002	6.38%
BEAVER DAM - BOARD	\$2,000 -\$2	5.97% -.41%
BEAVER DAM - ASSN.	\$2,258 +\$256	6.74% +.36%

(SOURCE: D-23B; BDEA-42,43).

CHART 10: 1992-93 SALARY ONLY
SETTLEMENT COMPARISON
(DODGE COUNTY SCHOOLS)

	\$	%
Dodgeland	NS	NS
Horicon	\$2,147	5.82%
Hustisford	\$1,890	5.99%
Lomira	\$2,054	6.30%
Mayville	\$1,879	5.46%
AVERAGE	\$1,993	5.89%
BEAVER DAM - BOARD	\$2,000 +\$7	5.63% -.26%
BEAVER DAM - ASSN.	\$2,285 +\$292	6.39% +.50%

(SOURCE: Revised D-23A; BDEA-42,43).

The association contended the parties had established a precedent by their past bargaining practice of using total package costing to settle their 1989-91 collective bargaining agreement. They contend the parties should use the same method to settle this case.

The employer contended there was no precedent or agreement at any time between the parties to use total package costing to the exclusion of any other method.

It must be noted that no one of the statutory factors are identified as requiring greater consideration and weight over any other. There are cases where one method may be better used to measure the impact or effect of a particular group of monetary items. Sec. 111.70 sets forth no priority one over the other.

While some of the comparative dollar amounts vary according to the data supplied by the employer and the association, the differences do not serve to unreasonably distort the comparative data set forth in the various charts set forth above. An analysis of said data reveals that the employer's final offer is the closest to the average of the comparables on a "wages only" comparison. That fact follows from comparison to both the Kerkman comparables as well as the Dodge County comparables.

The same conclusions are found as to "total package cost". Again, the employer's final offer is slightly closer to the average level of the comparables.

The association also argued at page 15 of their initial brief that because the health insurance costs had increased 60.1% over a period of two years, such "increase resulted in a salary schedule adjustment which was much less than the salary schedule adjustment in the comparables." (Initial brief pp.15)

The employer disputed the associations assertion and submitted the following chart 1 dealing with wages only increases and chart 2 dealing with total package increases

in its reply brief to refute such assertion.

CHART 1: WAGES ONLY
\$ INCREASE

	1989-90 Average \$ Increase	1990-91 Average \$ Increase	Total
Fort Atkinson	\$1,912	\$2,060	\$3,972
Hartford	1,952	1,976	3,928
Oconomowoc	1,949	1,950	3,899
Portage	1,343	1,236	2,579
Ripon	1,759	1,742	3,501
Sun Prairie	1,784	1,991	3,775
Watertown	1,901	1,899	3,800
Waupun	1,900	1,900	3,800
West Bend	1,975	2,125	4,100
AVERAGE	1,831	1,875	3,706
BEAVER DAM +/- Average	1,870 +\$39	1,969 +\$94	3,839 +133

CHART 2: TOTAL PACKAGE INCREASES

	1989-90		1990-91		Total	
	Avg. \$	%	Avg. \$	%	Avg. \$	%
Fort Atkinson	\$3,110	8.40%	\$3,250	8.10%	\$6,360	16.50%
Hartford	3,081	6.66%	3,149	6.39%	6,230	13.05%
Oconomowoc	3,409	7.86%	2,957	6.32%	6,366	14.18%
Portage	2,499	7.17%	2,399	6.42%	4,898	13.59%
Ripon	2,724	7.31%	2,736	6.84%	5,460	14.15%
Sun Prairie	2,464	6.32%	3,123	7.50%	5,587	13.82%
Watertown	2,998	6.89%	2,939	6.31%	5,937	13.20%
Waupun	2,846	7.87%	2,873	7.38%	5,719	15.25%
West Bend	2,849	6.62%	2,875	6.27%	5,725	12.89%
AVERAGE	2,887	7.23%	2,922	6.84%	5,809	14.07%
BEAVER DAM +/- Average	3,184 +297	7.68% +0.45%	3,066 +144	6.90% +0.06%	6,250 +441	14.58% +0.51%

RANKING

RANKING
(BA-MIN 91-92)

(BA-MAX 91-92)

RANK	SCHOOL NAME	VALUE	RANK	SCHOOL NAME	VALUE
			1	WATERTOWN	\$ 34,792
1	LOMIRA	\$ 23,325	2	BEAVER DAM ASSN	\$ 34,608
2	HORICON	\$ 23,116	3	BEAVER DAM BD	\$ 34,358
3	BEAVER DAM ASSN	\$ 22,980	4	WEST BEND	\$ 33,871
4	BEAVER DAM BD	\$ 22,814	5	MAYVILLE	\$ 33,300
5	HARTFORD UHS	\$ 22,752	6	HARTFORD UHS	\$ 32,990
6	WEST BEND	\$ 22,580	7	WAUPUN	\$ 32,734
7	MAYVILLE	\$ 22,500	8	GROUP AVERAGE	\$ 30,564
8	WATERTOWN	\$ 22,410	9	LOMIRA	\$ 30,229
9	PORTAGE	\$ 22,390	10	RIPON	\$ 29,012
10	GROUP AVERAGE	\$ 22,069	11	SUN PRAIRIE	\$ 28,288
11	WAUPUN	\$ 21,736	12	PORTAGE	\$ 28,040
12	SUN PRAIRIE	\$ 20,800	13	FORT ATKINSON	\$ 27,060
13	RIPON	\$ 20,647	14	HORICON	\$ 25,890
14	FORT ATKINSON	\$ 20,500			

RANKING

RANKING
(BA 7TH 91-92)

(MA-MIN 91-92)

RANK	SCHOOL NAME	VALUE	RANK	SCHOOL NAME	VALUE
			1	HORICON	\$ 27,554
1	WEST BEND	\$ 29,355	2	HARTFORD UHS	\$ 27,302
2	BEAVER DAM ASSN	\$ 29,322	3	BEAVER DAM ASSN	\$ 26,427
3	BEAVER DAM BD	\$ 29,111	4	BEAVER DAM BD	\$ 26,236
4	HARTFORD UHS	\$ 28,895	5	LOMIRA	\$ 25,984
5	LOMIRA	\$ 28,503	6	WEST BEND	\$ 25,968
6	WATERTOWN	\$ 28,125	7	WATERTOWN	\$ 25,772
7	MAYVILLE	\$ 27,900	8	MAYVILLE	\$ 25,650
8	WAUPUN	\$ 27,735	9	GROUP AVERAGE	\$ 25,135
9	GROUP AVERAGE	\$ 27,159	10	WAUPUN	\$ 24,996
10	HORICON	\$ 25,890	11	PORTAGE	\$ 24,840
11	SUN PRAIRIE	\$ 25,792	12	SUN PRAIRIE	\$ 22,984
12	PORTAGE	\$ 25,780	13	FORT ATKINSON	\$ 22,960
13	FORT ATKINSON	\$ 25,420	14	RIPON	\$ 22,472
14	RIPON	\$ 25,356			

RANKING

(MA 10TH 91-92)

RANK	SCHOOL NAME	VALUE	RANK
1	HORICON	\$ 37,474	1
2	BEAVER DAM ASSN	\$ 37,368	2
3	BEAVER DAM BD	\$ 37,098	3
4	HARTFORD UHS	\$ 36,517	4
5	WEST BEND	\$ 36,354	5
6	LOMIRA	\$ 35,641	6
7	WATERTOWN	\$ 35,634	7
8	WAUPUN	\$ 35,345	8
9	MAYVILLE	\$ 34,884	9
10	GROUP AVERAGE	\$ 34,368	10
11	PORTAGE	\$ 31,770	11
12	FORT ATKINSON	\$ 31,570	12
13	SUN PRAIRIE	\$ 31,517	13
14	RIPON	\$ 31,340	14

RANKING

(BA-MIN 92-93)

RANK	SCHOOL NAME	VALUE	RANK
1	LOMIRA	\$ 24,420	1
2	HORICON	\$ 24,202	2
3	BEAVER DAM ASSN	\$ 24,000	3
4	BEAVER DAM BD	\$ 23,654	4
5	HARTFORD UHS	\$ 23,614	5
6	WEST BEND	\$ 23,570	6
7	MAYVILLE	\$ 23,450	7
8	WATERTOWN	\$ 23,384	8
9	GROUP AVERAGE	\$ 23,018	9
10	PORTAGE	\$ 23,000	10
11	WAUPUN	\$ 22,660	11
12	SUN PRAIRIE	\$ 21,700	12
13	FORT ATKINSON	\$ 21,627	13
14	RIPON	\$ 21,567	14

RANKING

(MA-MAX 91-92)

RANK	SCHOOL NAME	VALUE	RANK
1	BEAVER DAM ASSN	\$ 41,015	1
2	HORICON	\$ 40,780	2
3	BEAVER DAM BD	\$ 40,718	3
4	HARTFORD UHS	\$ 40,612	4
5	WATERTOWN	\$ 40,018	5
6	WEST BEND	\$ 39,064	6
7	LOMIRA	\$ 38,859	7
8	WAUPUN	\$ 38,794	8
9	MAYVILLE	\$ 37,962	9
10	GROUP AVERAGE	\$ 37,947	10
11	RIPON	\$ 36,090	11
12	PORTAGE	\$ 35,620	12
13	FORT ATKINSON	\$ 35,260	13
14	SUN PRAIRIE	\$ 34,361	14

RANKING

(BA 7TH 92-93)

RANK	SCHOOL NAME	VALUE	RANK
1	WEST BEND	\$ 30,642	1
2	BEAVER DAM ASSN	\$ 30,624	2
3	BEAVER DAM BD	\$ 30,183	3
4	HARTFORD UHS	\$ 29,989	4
5	LOMIRA	\$ 29,841	5
6	WATERTOWN	\$ 29,347	6
7	MAYVILLE	\$ 29,078	7
8	WAUPUN	\$ 28,914	8
9	GROUP AVERAGE	\$ 28,365	9
10	HORICON	\$ 27,106	10
11	SUN PRAIRIE	\$ 26,908	11
12	PORTAGE	\$ 26,840	12
13	FORT ATKINSON	\$ 26,817	13
14	RIPON	\$ 26,536	14

RANKING

(BA-MAX 92-93)

RANK	SCHOOL NAME	VALUE
1	WATERTOWN	\$ 36,304
2	BEAVER DAM ASSN	\$ 36,144
3	BEAVER DAM BD	\$ 35,623
4	WEST BEND	\$ 35,356
5	MAYVILLE	\$ 34,706
6	HARTFORD UHS	\$ 34,240
7	WAUPUN	\$ 34,126
8	GROUP AVERAGE	\$ 31,943
9	LOMIRA	\$ 31,648
10	RIPON	\$ 30,432
11	SUN PRAIRIE	\$ 29,512
12	PORTAGE	\$ 29,400
13	FORT ATKINSON	\$ 28,548
14	HORICON	\$ 27,106

RANKING

(MA 10TH 92-93)

RANK	SCHOOL NAME	VALUE
1	HORICON	\$ 39,234
2	BEAVER DAM ASSN	\$ 39,026
3	BEAVER DAM BD	\$ 38,464
4	HARTFORD UHS	\$ 38,136
5	WEST BEND	\$ 37,948
6	LOMIRA	\$ 37,314
7	WATERTOWN	\$ 37,183
8	WAUPUN	\$ 36,847
9	MAYVILLE	\$ 36,357
10	GROUP AVERAGE	\$ 35,945
11	FORT ATKINSON	\$ 33,306
12	PORTAGE	\$ 33,195
13	SUN PRAIRIE	\$ 33,148
14	RIPON	\$ 32,730

RANKING

(MA-MIN 92-93)

RANK	SCHOOL NAME	VALUE
1	HORICON	\$ 28,849
2	HARTFORD UHS	\$ 28,572
3	BEAVER DAM ASSN	\$ 27,600
4	LOMIRA	\$ 27,204
5	BEAVER DAM BD	\$ 27,202
6	WEST BEND	\$ 27,106
7	WATERTOWN	\$ 26,892
8	MAYVILLE	\$ 26,733
9	GROUP AVERAGE	\$ 26,248
10	WAUPUN	\$ 26,059
11	PORTAGE	\$ 25,500
12	FORT ATKINSON	\$ 24,222
13	SUN PRAIRIE	\$ 24,174
14	RIPON	\$ 23,422

RANKING

(MA-MAX 92-93)

RANK	SCHOOL NAME	VALUE
1	BEAVER DAM ASSN	\$ 42,835
2	HORICON	\$ 42,696
3	HARTFORD UHS	\$ 42,386
4	BEAVER DAM BD	\$ 42,218
5	WATERTOWN	\$ 41,757
6	WEST BEND	\$ 40,777
7	LOMIRA	\$ 40,648
8	WAUPUN	\$ 40,444
9	GROUP AVERAGE	\$ 39,715
10	MAYVILLE	\$ 39,565
11	RIPON	\$ 37,780
12	PORTAGE	\$ 37,470
13	FORT ATKINSON	\$ 37,198
14	SUN PRAIRIE	\$ 36,140

It seems to me that such data does not support the association's contention that the benchmark positions at Beaver Dam have deteriorated in comparison to the comparables due to past salary schedule changes. Under either final offer, the benchmark positions remain in the same basic relative comparative position.

Employer exhibit # 142 indicates that the City of Beaver Dam employees settled for total package increases of 4.6% for 1992 and 5.5% for 1993. Employer exhibit # 127 indicates that the average increase for each Dodge County employee was between 4 and 4.5% on salary only for each of two years. The total package cost was indicated as being slightly less than 6%. It would appear that application of statutory factor E as to internal comparables, would favor the employer's final offer as being the most comparable.

Consideration of the CPI is but one of the considerations set forth in the statute. In this case, it is necessary only to observe that the employer's final offer on the salary issue is more closely supported by statutory factor G. As such, it serves to add further support for the employer's final offer on the salary issue.

3. HEALTH INSURANCE:

Both parties engaged in accusations and counter accusations relating to this issue. It is not disputed that the cost of insurance coverage under WEAIT during 1989-1991 increased dramatically. Because of such fact, the employer sought bids from other carriers. They obtained a more favorable quote from WPS. On change of carriers, the association raised numerous questions concerning whether the coverage was equivalent to what had previously been provided by WEAIT. Some of the matters in dispute have been resolved. Others are still pending as of this proceedings.

The association contends there are no similar provisions in any of the other comparable districts. They argue that the employer proposal has the appearance of a cafeteria plan. Teachers have a right to select different plans. The problem with such proposal is that it discriminates against those who do not select. It provides a benefit that produces real savings, a section 125 plan, to teachers opting to pay 14.25% of the health insurance premium while denying the same benefit to teachers paying 10% of the premium. There is no justification for offering the Section 125 plan to those paying 14.25% of the premium while denying it to those paying 10% of the premium. Such offer is coercive in nature and only designed to obtain a higher employee percentage contribution in the labor agreement.

The employer describes the effect of its offer at pages 23-25 of its brief as follows:

"By way of example, assume an employee with a family plan is in the 16% federal tax bracket, 6.9% state tax

bracket and pays 7.65% toward social security. Currently, the employee is paying \$513.46 annually on an after tax basis. Once the Section 125 plan is implemented, the employee can make the premium contribution with pretax dollars. Although the premium rate is increased to 14.25%, the employee's after-tax contribution is \$508.14, which is \$5.32 less than present. On top of that, the employee receives a \$100 rebate, for a total of \$105.32 in savings.

...
The District's premium rebate proposal is a "win-win" offer. The employees save by use of pretax dollars, if they voluntarily elect to do so. If the employees elect to participate, the district saves because of the increased employee premium contribution."

The employer contends the subject insurance proposal serves to enhance its final offer proposal in that it affords additional savings opportunity to employees. I can however, understand the association's reluctance to agree to such proposal. It would seem that their contention that the district should have offered a Section 125 plan to employees who continued to contribute 10% of the premium if they were intent on seeking savings to all concerned, contains merit. It seems clear that the form of the employer's offer is skewed so as to induce employees to contribute a greater portion of the premium costs. While the employer could have gone further in their proposal as suggested by the union, they did not, and their proposal must therefore be judged as it stands.

The proposal is not mandatory. Participation is voluntary. It does appear that it could result in savings to both employees and the employer. I agree that from a dollar savings standpoint, it is a "win-win" proposal and I therefore find it to be preferred over that of the association.

4. OTHER FINAL OFFER MATTERS:

Neither party entered nor identified specific exhibits or record evidence addressing the remaining items contained in their respective final offers. It appears on its face that the proposals involving retirement are similar. Neither party pointed out any difference and neither party addressed such item in either their presentation at hearing or in their briefs.

I find nothing in the record pertaining to any other issues contained in the final offers that would dominate consideration of the total final offers over the monetary one which the parties themselves have described as the dominant issue.

CONCLUSION:

As indicated above, I find the employer's final offer

as to salary to be subject to greater support under the applicable statutory factors. While the employer's insurance proposal has no precedent in the comparables, and while it does not go equitably as far as the union would prefer, it is a proposal that does have merit in a savings to both employees and the employer. I therefore also find the employer's offer on such item to be preferred. No other issue in dispute poses any reason to override the application of the findings on the salary and insurance issues from being applied to the total final offer.

It therefore follows that the undersigned issues the following decision and,

AWARD:

The final offer of the Employer is selected and the terms thereof are to therefor be incorporated into the parties agreement.

Dated May 18, 1993.



Robert J. Mueller