

OCT 26 1993

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of the Petition of  
  
MARINETTE SCHOOL DISTRICT

To Initiate Arbitration  
Between Said Petitioner and

Case 43  
No. 47643 INT/ARB-6515  
Decision No. 27571-A

MARINETTE PARAPROFESSIONAL  
ASSOCIATION

APPEARANCES

James A. Morrison on behalf of the District  
Charles S. Garnier on behalf of the Association

On June 7, 1993 the Wisconsin Employment Relations Commission appointed the undersigned Arbitrator pursuant to Section 111.70(4)(cm) 6 and 7 of the Municipal Employment Relations Act in the dispute existing between the above named parties. A hearing in the matter was conducted on July 15, 1993 in Marinette, WI. Briefs were exchanged by the parties and the record was closed by September 22, 1993. Based upon a review of the foregoing record, and utilizing the criteria set forth in Section 111.70(4)(cm) Wis. Stats. the undersigned renders the following arbitration award.

ISSUES:

The instant impasse is over the parties' initial collective bargaining agreement. The bargaining unit consists entirely of paraprofessionals (certified and non-certified aides), many of whom are part time. Custodians in the District are represented, while secretaries and food service personnel are not.

The following issues are in dispute: layoff and recall, vacancies and transfers, definition of work week and work year, compensatory time, emergency school closing, resignation and separations, paid leaves, health, dental and life insurance, duration of the agreement and wages. The parties also disagree as to what comparables should be utilized in this proceeding.

Hereafter, each of the issues in dispute will be discussed individually, after which the relative merits of the parties' final offer packages will be discussed.

## COMPARABILITY

### District Position:

There is little justification for the use of the Peshtigo School District as a comparable. The fact that on one occasion an arbitrator utilized the two districts as comparables does not justify this arbitrator ignoring the traditional utilization of athletic conferences as comparables, where schools are grouped by size and other relevant factors. If in fact Peshtigo is considered a comparable, all of the other schools in its conference should be so considered.

To the extent that external comparables are useful at all, all Bay Conference schools should be utilized. However, there is really no school district in the Bay Conference which is fairly comparable to the District. Because of the neighborhood school concept in the District, the District operates eight different attendance buildings, including six elementary schools. In addition, only Clintonville, Van Hey and Suamico have part time aides.

### Association Position:

The two primary internal comparables that should be utilized are the teachers and custodial personnel in the District.

Unit personnel have a community of interest with the District's teachers in that both groups work closely with students in a classroom setting and have common supervisors, and both have a common work day and work year and operate from a common school calendar.

Among the District's non professional personnel, the custodians are the only group covered by a collective bargaining agreement.

The most appropriate external comparables are the districts in the Bay Athletic conference with represented comparable employees plus the Peshtigo School District.

Peshtigo should be included because of its geographic proximity and because of arbitral precedent supporting its use as a District comparable.

**Discussion:**

In the undersigned's opinion there are several sets of comparables which can appropriately be utilized in this proceeding. They include represented non professional employees in the District, to the extent that their conditions of employment are comparable, represented aides in the Bay Conference and Peshtigo (for the purpose of comparing bargained non economic conditions of employment), and all aides working for districts in the Bay Conference (for the purpose of comparing economic wages and benefits).

The undersigned believes there is no persuasive reason not to consider the Peshtigo aides agreement as an appropriate comparable based merely on the fact that Peshtigo is not a member of the Bay Conference.

The undersigned does not believe that non economic employment policies affecting unrepresented aides and other non professional employees in the District and in comparable districts are an appropriate basis of comparison. Relatedly, the undersigned does not believe that the non economic employment policies unilaterally adopted by the District prior to this contract constitute a status quo requiring a quid pro quo for any proposed change in said policies. The merit of such proposed changes will instead be evaluated based upon the comparability of said proposals and the persuasiveness and merits of the arguments raised by the proponents of such changes.

The undersigned also does not believe that the record in this matter demonstrates that the needs of the District are sufficiently distinguishable from comparable districts to justify a conclusion that the conditions of employment of aides in said districts should not be considered in determining the relative merit of the proposals at issue herein.

Lastly, in this regard, because of labor market considerations, the undersigned believes that the wages and benefits of all aides in the Bay Conference provide a legitimate basis of comparison in determining the relative merit of the parties' proposals pertaining to such issues in this proceeding.

**LAYOFFS AND RECALL:**

*District Position.*

Under the Association's proposal the elimination of a job or any reduction in hours triggers bumping rights based upon seniority. The Association also proposes two weeks notice to each affected employee.

The Association's proposal in this regard does not even give lip service to qualifications. Assuming that minimal qualifications are implied in the proposal, no consideration is given to the disruptive impact the proposal would have on students. Such reassignment of personnel would have a devastating impact in the EEN area.

Only three districts in the Conference have provisions pertaining to layoffs, while all other Conference districts have no such provisions. Clearly a majority of Conference districts treat layoffs in a manner similar to that proposed by the District.

#### Association Position

Under the Association's proposal the District would retain the right to reduce the hours of aides. It could simply eliminate the position(s) of the least senior aides (s), or it could reduce the hours of all aides in order to avoid the prospect of bumping. The District could also exercise its right to transfer aides in order to reduce the hours of some aides.

The District's proposal to provide for a six month recall period is not supported by the internal comparables. In this regard the teacher's contract provides for a three year recall period, and the custodial contract provides for a recall period of no less than one year for all employees who have worked for the district for at least two years. The Association's proposal for a two year recall period is much more in line with these internal comparables.

In addition no external comparable contract provides for only a six month recall period. Four contracts provide for eighteen months, four provide two years, one provides for three years, and one provides unlimited recall rights.

The Association's proposal to include a reduction in hours as a lay off is more reasonable than the District's proposal, which does not cover reductions in hours. While the Association acknowledges the District's ability to convert full time positions into part time positions, it should be required to follow seniority based bumping procedures in making such reductions. Because the District's proposal does not cover such reductions in hours, it could result in extremely harsh reductions in hours for the District's most senior aides.

Four comparable district contracts specifically include reductions in hours as layoffs, while the remaining six contracts are silent regarding this matter.

In Wisconsin there is substantial arbitral authority supporting the view that when a contract is silent on the issue whether layoffs cover reductions in hours, it is reasonable to construe such contractual language to include a reduction in hours. (Citations omitted)

The District's proposal is unclear regarding the impact of an employee's qualifications on employee rights during layoffs. On the other hand, the Association proposal clearly provides that the most senior employees shall remain employed if they are qualified to assume the duties of a position held by a less senior employee.

Among the external comparables, without exception, layoffs are seniority based with qualifications assuming a secondary role.

#### Discussion:

In the undersigned's opinion, the District's recall provision is of an unreasonably short duration, based upon comparability, and the District's failure to justify its position in this regard.

On the other hand, the Association's position on this issue fails to give sufficient consideration to the District's need to modify assignments without disrupting established student/aide relationships, which is a matter of legitimate District concern.

When viewed in their entirety, the undersigned believes that both parties' proposals on this issue are unreasonably extreme, and neither are supported by strong comparability evidence.

The District's proposal is particularly unreasonable when viewed in the context of its position regarding the work week and work year, which will be discussed hereafter, since it fails to provide fair consideration to the legitimate interest of aides in having at least some expectation of how much and when they will be working during the course of a school year. It also fails to acknowledge that at least in some instances, aides might be able to be reassigned, and that in such instances seniority might be a fair criterion upon which to base such reassignments.

The Association's proposal however goes further than most comparable contractual provisos in this regard, and, as indicated above, in the

undersigned opinion it could result in unreasonable disruption in the District, particularly when viewed in the context of established relationships between students and aides

For the foregoing reasons the undersigned deems both parties' proposals on this issue to be relatively equally unreasonable.

#### VACANCIES AND TRANSFERS:

##### District Position:

The fact that the District almost always re employed aides who were interested in working and accommodated their requested assignments whenever possible, frequently assigning them to similar duties from year to year, is not an argument against the District retaining its right to make assignments as needed, rather it is a strong argument in favor of the District retaining a right which it has used fairly and sparingly in the past.

The Association's proposal in this regard rests upon the fundamental misperception that there are aide positions as opposed to needs that need to be filled in the District. Under the Association's proposal all vacancies must be posted, unit employees would have the right to transfer to vacant "positions" and involuntary transfers could only be made on the basis of inverse seniority. The Association's proposal would greatly restrict the District's ability to make necessary and appropriate assignments to meet student needs.

Most Conference district contracts do not have provisions regulating such issues, and no other Conference district is staffed in the same fashion as the District, and thus, none have the same kinds of problems the District confronts in this regard.

##### Association Position:

The District's attempt to impose a thirty day period at the start of each school year during which assignments and transfers can be made for any reason is unreasonable on its face. Because the District could complete all transfers during the first thirty days of each school year, it would then never be required to use seniority as a criterion except for the filling of new positions during the school year.

Vacancies are not defined under the District's proposal, which makes it difficult to determine the difference between transfers caused by layoffs,

and transfers caused by openings created by resignation or the establishment of new positions.

The District's proposal is also unclear as to whether a part time employee has transfer rights into a vacant part time position.

On the other hand, the Association proposal allows transfers at any time for reasonable and justifiable reasons, on the basis of inverse seniority provided the employee is qualified to assume the position. It defines a vacancy in a way that clearly differentiates a vacancy from a change caused by the elimination of a position.

The Association's proposal gives the District the necessary flexibility to make transfers on an as needed basis, and it assures that employees would have to be qualified before they could assume a different position.

The Association's proposal contains a trial period not contained in the District's proposal, which would provide both the District and its employees with the flexibility to revert to a prior situation in the event a voluntary transfer does not prove to be successful.

The Association's proposal in this regard more closely comports with provisions found in both internal and external comparable contracts. In this regard no contract in either comparability group gives the employer the type of unlimited transfer rights proposed by the District during the first thirty days of the school year. Nine contracts contain a trial period after a transfer takes place. Nine contain a definition of a vacancy and/or transfer. And no contract contains as restrictive a posting clause as is contained in the District's proposal.

Discussion:

On this issue as well the undersigned deems both parties' proposals to be relatively unworthy of support, though the District's proposal in this regard appears to be a bit less unreasonable than the Association's proposal.

The Association's proposal fails to give recognition to the District's legitimate need to adjust aide assignments based upon student needs early in the school year, unhindered by a rather complex posting and assignment process. Though its' proposed trial period is supported by comparable contracts, in the context of the changing nature of aide assignments, it appears to the undersigned to be overly cumbersome and disruptive. The

Association's proposal also unreasonably fails to give any recognition to qualifications in its proposal regarding involuntary transfers.

On the other hand, the District's proposal on this issue appears to be less than clear as to when vacancies are created, particularly when reassignments occur. Its proposal also fails to clearly address a legitimate part time aide interest in enhancing their employment opportunities in the District where they are qualified and able to satisfy the District's need for additional aide services. Lastly, the District's proposal fails to give any recognition to length of service when involuntary transfers are necessary, which appears to be unwarranted, at least in circumstances when the qualifications of affected aides are relatively equal.

Though, for the foregoing reasons, both parties' proposals are deemed to be moderately unreasonable, the undersigned deems the Association's proposal in this regard to be less workable than the District's.

#### WORK YEAR AND WORK WEEK:

##### District Position:

The Association unreasonably seeks to mandate that the work year for all aides shall be 184 days, including four paid holidays, and that the normal work year should correspond to that of teachers

##### Association Position:

The District's proposal unreasonably gives the District the unlimited right to modify an employee's work week or work year without restriction or notice. No mention is found in the District's proposal as to how many hours, days or weeks an employee can reasonably expect to work during the District's fiscal year.

The District has had a past practice of providing aides with such information prior to the start of each school year. The District's proposal would put an end to that practice for no good reason.

The District's proposal does not even define the composition or length of an employee's work week, even though the practice has always been a Monday through Friday workweek.

Because both parties' proposals tie the receipt of maximum employer premium payment for health and dental insurance directly to the length of



the work week, the District could, under its proposal, reduce the level of this benefit by reducing the number of hours worked by an employee in a given week. This could be done without providing any notice to the affected employee.

The Association's proposal continues the status quo for employees who have worked six or more hours per day.

It gives the District the right to modify the length of an employee's work year with two weeks notice.

It continues the practice of having a monday through friday work week.

It prevents the District from reducing its obligation to pay a certain portion of insurance premium payments by reducing the length of an employee's work week.

And it does not limit the right of the District to restructure positions, or to reduce the hours of employment of employees, providing that the layoff clause of the Agreement is followed.

Discussion:

On this issue, in the undersigned's opinion, the District's proposal is clearly less reasonable than the Association's.

The District's proposal fails to give any recognition to the legitimate interest of aides to know when and how long they will be working, and what benefits they will derive therefrom. In fact, the District's proposal in this regard provides aides in the District with less assurance regarding such matters than did the District's policy which preceded this initial contract.

The Association's proposal addresses such issues, while still affording the District the flexibility to modify schedules with notice. Though two weeks notice of necessary changes may not always be reasonable or legitimate, from the District's perspective, it is certainly more reasonable than the District's position on this issue, which assures aides no information or predictability in this regard.

COMPENSATORY TIME

District Position:

There are more than ample protections for employees under existing Wisconsin law if, in fact, employees are required to work and are not being paid for their time

#### Association Position:

Only full time aides have been granted compensatory time by the District. On a number of occasions in recent years when field trips were held part time aides have been required to drive directly to the site of the field trip, and if the field trip lasted longer than their work day, they were only paid for their normal work day and were not offered compensatory time. There is no reason why part time aides should be treated differently from full time aides in this regard.

#### Discussion.

Neither internal nor external comparables support the Association's proposal in this regard. To the extent that a problem exists for part time aides in this regard, relief is available to them through other administrative forums.

#### EMERGENCY CLOSING:

##### District Position

The Association is proposing a very substantial new benefit for which it has proposed no quid pro quo. In addition, its proposal is grounded in the notion that aides should have a guaranteed minimum annual contract, paid, whether they provide services or not.

No other District non certified personnel are paid for time lost as a result of emergency closings.

##### Association Position:

The Association's proposal is more reasonable than the District's position on this issue because it provides aides with fair salary protection when classes are canceled

The Association's proposal is consistent with the District's agreement with teachers.

Under the District's proposal, among all District employees, only aides lose pay when schools are closed because of emergencies. Custodians and

secretaries are not sent home if the District's students and teachers are not present because of inclement weather.

Only one external comparable contract provides for no salary protection during emergency closings; all other provide some method for employees to either eliminate or reduce lost pay in such circumstances, either by using make up days, personal or emergency leave days, or by paying for some days that are not worked.

Discussion:

External comparables appear to support the comparability and reasonableness of the Association's proposal, and no persuasive reason has been submitted by the District why said proposal is inequitable or why it would pose a problem for the District. Accordingly, the Association's proposal on this issue is deemed to be more reasonable than the District's.

#### RESIGNATIONS AND SEPARATIONS:

District Position:

The District's proposal to require two weeks notice of resignation is not unreasonable. Indeed, the Association proposes the same two weeks notice, but offers no penalty for non compliance. It is curious that the Association wishes to compare aides to teachers in the District, but opposes a penalty for aides who do not give appropriate notice of resignation, though such a penalty exists for teachers

Association Position:

In this regard the District's proposal fails to indicate how much pay would be collected, or the method of collection. It's proposal gives the District too much latitude in this regard.

The Association's proposal is more closely supported by the comparables. The custodians have no notification requirement, and pay no penalty for resigning without giving notice. No external comparable contract penalizes employees by denying wages already earned. Only two contracts penalize workers who fail to give proper notice by denying them accrued vacation benefits. Five comparable contracts do not even require prior notification before resignation.

No aide has ever been penalized for not giving notice prior to resigning, and there is no evidence in the record that the District has had any problems in this regard.

**Discussion:**

The ambiguity in the District's proposal regarding the penalty it proposes, and the lack of comparability support, both among internal and external comparables, requires the undersigned to conclude that the Association's proposal in this regard is more reasonable than the District's.

**PAID LEAVES:**

**District Position:**

The District's proposal extends personal leave to include funerals, illnesses of family members, or failures of a major system in the home. This coverage constitutes a substantial improvement in the benefit. In addition, the benefit would be provided, for the first time, to aides working less than six hours per day.

The two personal days proposed by the District is exceeded only by Howard Suamico, which provides three. It is better than Ashwaubenon's 1.5, Clintonville's 1, and De Pere's 1. New London, Pulaski, Seymour and West DePere all do not provide for any personal days whatsoever.

**Association Position**

The Association proposal provides for a maximum of three days leave per death of a family member, while the District proposes only two days of personal emergency leave to deal with all situations, including funerals.

Both the District's teachers and custodians benefit from separate bereavement leave provisions in their contracts, with no deduction from sick leave. Only the District's unorganized cooks and secretaries have leave benefits similar to those proposed by the District.

All external comparable contracts, except for the Howard-Suamico Aides and West DePere custodians have separate funeral leave provisions, and all provide for more than two funeral days. The majority of comparable contracts do not deduct the first two or three days from sick leave accumulation for funeral leave.

The District's proposal also denies aides the personal leave benefits if affords its organized teachers and custodians.

Only the three Pulaski contracts do not contain a separate personal leave clause. Only the Peshtigo contract deducts any personal leave days taken from an employee's sick leave accumulation.

#### Discussion:

Both internal and external comparables seem to support the comparability of the Association's proposal in this regard. More importantly, in the undersigned's opinion, is the fact that the District seems to be requesting that funeral leave, even for members of an employee's immediate family, be deducted from sick leave, which is support neither by the comparables nor by equitable considerations. Therefore, the Association's proposal in this regard is deemed to be more reasonable than the District's.

#### HEALTH AND DENTAL INSURANCE:

##### District Position:

The District's proposal is in line with the agreement reached with AFSCME in the custodial unit and with the District's unrepresented employees.

The District's 90% contribution to the teachers' health insurance is not comparable since it was the result of the adoption of SB 44, which resulted in a lower teacher settlement than that proposed herein by the District.

Though Ashwaubenon pays 100% health and dental, it has only full time aides. Clintonville pays 91% of the family health and 85% of the family dental, and 100% of the single premiums. DePere prorates all benefits based upon a 1,402 hour year. Howard Suamico pays 95% of the health insurance premium and 90% of the dental premium. New London prorates health and dental insurance based upon hours worked. Pulaski has stated dollar amounts for its contribution, and these are substantially below the District's premiums. Seymour provides insurance premiums for ten months only, and then only at stated dollar amounts. West DePere offers no health insurance. Thus, there is no discernible pattern of benefits in this regard among the external comparables

#### ASSOCIATION POSITION:

A 90/10 split in cost sharing is a long standing practice in the District, and the District has supplied no reason for its proposed change in this regard.

Although the latest custodian contract contains a 85/15 split, this contract provides health insurance benefits to part time workers as well as to full time workers. Part time aides will not be eligible for health insurance under either parties' final offer. The 85/15 split unilaterally imposed on other District non certified personnel should not be deemed relevant to the outcome of this proceeding.

The value of the Association's total package proposal for 1992-93 is only 5.58%. The 1994-95 increase under the Association's proposal would only be 6.76% even with a projected 15% increase in health insurance premiums.

The District's teacher contract continues the 90/10 split in premium cost sharing

The District has provided no quid pro quo for its proposed reduction to an existing benefit. Under the District's proposal, wages will increase no more than 5% for each year of the contract, and the increase for the twelve workers currently earning more than \$7.50 per hour will be less than 5%.

Only the Pulaski Cook/Custodian contract provides for an employer premium payment that is the same or less than the District proposal. All other contracts provide for a higher level of employer premium payment for health and dental insurance.

Discussion:

No discernible pattern of benefits appears to exist among the external comparables in this regard. However, the internal comparables support the comparability and reasonableness of the District's proposal in this regard. Therefore, the District's proposal on this issue is deemed to be more reasonable than the Association's.

LIFE INSURANCE.

District Position:

The District proposal would extend life insurance coverage to part time employees for the first time.

An aide working three hours a day can hardly be considered the support of one's family, and this is not a benefit upon which any part time employee can reasonably be said to rely.

#### Association Position:

The Association's proposal to provide life insurance coverage to part time aides is supported by the internal comparables since the District provides such coverage to part time teachers and custodians

Only the Clintonville and Pulaski bus drivers contracts do not provide life insurance coverage for all bargaining unit members. The other nine comparable contracts support the Association's position on this issue

Though the District submits that its proposal extends life insurance benefits to all employees, its final offer indicates to the contrary, that it only covers full time employees

#### Discussion

Both internal and external comparables, with noteworthy exceptions, generally support the comparability of the Association's proposal on this issue. Based thereon, the undersigned deems the Association's proposal on this issue to be more reasonable than the District's.

#### WAGES:

##### District Position.

The District's proposed wages are fairly comparable to wages in other districts in the Bay Conference. Its proposed \$4.25 starting rate, though the lowest in the Conference, effects no current employees. Its maximum of \$8.74 is exceeded only by Pulaski and DePere

The actual increases to each employee would be 5% per year. In addition, all employees, even those at the maximum rates, would be guaranteed a \$.35 per hour wage increase each year of the proposed contract.

While the Association asserts that all other contracts in the Conference provide for salary schedules, it neglects to mention that most Conference districts do not have contracts

##### Association Position.

All organized employees in both the internal and external comparables benefit from salary schedules with pay increases based, in part, on years of experience. Only the District's unrepresented secretaries and cooks do not have wage schedules.

The District has provided no rationale for capping the maximum wage rate at \$7.50.

The District's wage proposal is also inequitable because some employees will receive a 5% increase for each of two years, while other will be limited to a \$.35 increase each year. The District has provided no justification for this difference.

The District's proposed \$4.25 hiring rate for 1992-93 is not supported by the comparables. At this benchmark the District's offer ranks last among the comparables.

At the maximum, the District's proposal is exceeded by every comparable for 1992-93 except Howard-Suamico.

Eleven District aides are already receiving more than \$7.50/hour.

The Association's proposed maximums are supported by a majority of the comparables, and will not result in red circling any employees during the term of the agreement.

The Association's three year wage proposal is also more reasonable than the District's two year proposal since under the latter proposal the parties would have to begin bargaining immediately for a successor agreement, and would have no experience under the contract.

The known settlements for 1993-94 and 1994-95 form a sufficient comparable pattern to support the Association's proposal.

#### Discussion

For new and recent hires, the Association's wage proposal is clearly supported by comparability evidence. The District's proposed maximum is also artificial in that a good number of aides already exceed the proposed maximum, which is substantially below the maximum specified in a majority of comparable districts, including unrepresented districts. In effect,



comparability evidence clearly supports the reasonableness of the Association's proposal in this regard.

#### TOTAL PACKAGE.

#### District Position:

The aide position in the District, from its very inception, has been a flexible one. Aides have been and must continue to be hired to perform services only when there are specific duties to perform. It is for this reason that aides have not been paid salaries, but are instead paid on an hourly basis. They are hired and assigned on an as needed basis, and those needs frequently change throughout the year.

Under the Association's final offer the District would lose the flexibility it needs in utilizing these employees. Instead, a traditional seniority system would be utilized, based upon a notion that aides hold permanent job positions, which would be a dramatic departure from the status quo in every respect.

Given this proposed dramatic change, the Association fails to offer the District anything meaningful in exchange, i.e., a fair quid pro quo.

The District is not comparable with other districts in the Bay Conference since it operates a neighborhood school concept with six elementary schools. Attendance at these elementary centers, where most aides work, varies. These changes require flexibility in the assignment of aides. This is especially true in the EEN areas where a single child with an unexpected problem can require the assignment of an aide to that child full time. In addition, changes in any student's IEP (Individualized Educational Program) could mandate substantially different programming.

While the benefits proposed by the District are comparable with benefits provided by other districts in the Bay Conference, the District's ability to pay such benefits is not comparable.

The District ranks ninth in the Conference in total cost per student, though not because of lack of effort. The District has the second highest tax rate in the Conference. The District's equalized value per student is more than \$25,000 less than the Conference average.

Thus, while the District is taxing its citizens at a very high rate, it must spend carefully.

### Association Position:

The District is apparently attempting to turn the position of aide in the District into a part time duty, arguing that it needs to do so because of the unique needs of the District. However, the District has not established that its needs are in any way different than comparable districts. In this regard the District has not demonstrated that other districts do not operate neighborhood schools, or that class loads in other districts do not vary from school to school, or that EEN students in other districts do not have similar needs. Nor did it establish that a majority of other districts only employ full time aides.

Because this will be the parties' first collective bargaining agreement, there is no status quo since previous personnel policies were the result of unilateral action. (Citations omitted) Thus, the requirements for a change in the status quo are not relevant to this dispute.

The cost impact of the Association's proposal is reasonable--non-insurance increases amount to 7.5% for 1992-93, 4.6% for 1993-94, and 5.3% for 1994-95. Because the District has not introduced evidence regarding the relative cost of the parties' proposals, it should not have standing to argue that the Association's proposal is too costly.

### Discussion:

Though a good number of the Association's proposals have been deemed more reasonable and meritorious than the District's for reasons discussed above, because of the serious flaws in several of the Association's proposals on important policy issues, also discussed above, and because of the three year duration of the Association's proposal, which would force the parties to live with the problems identified above for almost another two years, the undersigned believes that it is in both parties' interest for me to select the District's final offer, which will terminate at the end of this academic year. This will force the parties back to the bargaining table as soon as possible, to afford them the opportunity to address each other's legitimate concerns, which have been, in a significant way, largely ignored in the final offers certified herein. Primarily for this reason, the undersigned believes that the District's total package final offer is preferable to the Association's, and should be selected by the undersigned herein

For all of the foregoing reasons the undersigned hereby renders the following:

## ARBITRATION AWARD

The District's final offer shall be incorporated into the parties collective bargaining agreement.

Dated this 7<sup>th</sup> day of October, 1993 at Madison, WI 53703

  
Byron Yaffe  
Arbitrator