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In the Matter of the Arbitration of:

AWARD PURSUANT
TO VOLUNTARY
IMPASSE PROCEDURE

DE PERE EDUCATION ASSOCIATION
To initiate arbitration between said petitioner

and

DE PERE SCHOOL DISTRICT

Appearances: Frederick J. Mohr, Attorney at Law, for the Association
James K. Ruhly, Attorney at Law, for the Employer

De Pere Education Association, hereinafter referred to as the Association, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, alleging that an impasse existed between it and the De Pere School District, hereinafter referred to as the Employer, in their collective bargaining. It requested the Commission to initiate arbitration pursuant to section 111.70 (4)(cm) 6 of the Municipal Employment Relations Act. A member of the Commission's staff conducted an investigation and submitted a report.

The Association is a labor organization maintaining its offices at 1136 Military Avenue, Green Bay, Wisconsin. The Employer is a municipal employer maintaining its offices at 1700 Chicago Street, De Pere, Wisconsin. At all times material herein the Association has been the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all professional staff members excluding substitute teachers, employees in other bargaining units and supervisory and managerial employees. The Association and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions of the employees in the unit that expired on June 30, 1992.

On February 17, 1992 and March 2, 1992 the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement. Thereafter the parties met on four occasions in efforts to reach an accord. The investigation conducted by the member of the Commission's staff reflected that the parties were deadlocked in their negotiations. By November 24, 1992 the parties submitted their final offers and the investigation was closed.

The Commission concluded that an impasse within the meaning of section 111.70 (4)(cm) 6 of the Municipal Employment Relations Act exist between the parties with respect to negotiations moving toward a new collective bargaining agreement covering wages, hours and conditions of employment of employees in the bargaining unit. The Commission certified that the conditions precedent to the initiation of arbitration as required by section 111.70 (4)(cm) 6 of the

Municipal Employment Relations Act with respect to negotiations between the parties have been met. It ordered that arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse and select an arbitrator from the panel submitted by it.

After being advised that the parties had selected Zel S. Rice II of Sparta, Wisconsin as the arbitrator the Commission appointed him as the arbitrator on January 12, 1993 and directed him to issue a final and binding award to resolve said impasse by selecting either the total final offer of the Association or the total final offer of the Employer.

The first meeting between the arbitrator and the parties was held on April 6, 1993 in De Pere, Wisconsin. A subsequent hearing was scheduled for April 29, 1993 at De Pere, Wisconsin. A NOTICE TO THE PUBLIC was posted to give the public an opportunity to request a public hearing. The parties stipulated to an agreement for a voluntary impasse resolution procedure pursuant to section 11.70(4)(cm) 5 and filed a copy with the Wisconsin Employment Relations Commission. A petition was timely filed requesting a public hearing for the purpose of providing an opportunity to both parties to explain or present supporting arguments for their positions and members of the public to offer their comments and suggestions. The public hearing was conducted on April 29, 1993, at De Pere, Wisconsin at 10:00 a.m. The parties were permitted to explain and present supporting arguments to their positions and members of the public were given an opportunity to present their comments and suggestions. Immediately thereafter the formal hearing before the arbitrator began and a reporter was present to make a record of the proceedings.

The final offer of the Association, attached hereto and hereinafter referred to as Exhibit 1, proposed that all provisions of the 1989 - 1992 agreement carried forward without change except appropriate adjustments and references to school year terms. The Association proposed that the collective bargaining agreement be effective as of July 1, 1992 and be in full force and effect through June 30, 1994. These were proposals of the Employer and the Association accepted them. The Association proposed that the Employer reimburse individual teachers for the additional expenses incurred by them as a result of the Employer's change from Time Insurance effective January 1, 1991. It also proposed that if a teacher under the family health plan died or became disabled the Employer would continue to pay premiums for a period of 12 months if the teachers coverage could be utilized by member of his/her family. The Association proposed that the Employer pay the teachers' share of payment to the Wisconsin State Teachers Retirement System to the extent of 6.2% of the total contracted salary. The Association proposed that for the 1992 - 1993 school year any teacher who substituted for an absent teacher would be paid at the rate of \$12.50 per hour and for 1993 - 1994 this amount would be \$13.09. The

driver's education pay for the 1992 - 1993 school year would be set at \$13.98 for instructors and \$15.61 for the coordinator. For the 1993 - 1994 school year the driver education pay would be set at \$14.64 for instructors and \$16.36 for the coordinator. It proposed that travel expenses be reimbursed at the rate of \$.26 per mile. The Association proposed that teachers performing supervisory services at the high school during the noon hour would receive \$263.56 per semester plus lunch for the 1992 - 1993 school year and \$276.08 plus lunch for the 1993 - 1994 school year. The Association proposed that payment for non-credit courses during summer employment during the 1992 - 1993 school year would be \$14.43 per hour for teachers with 1 - 3 years experience, \$17.08 per hour for teachers with 4 - 6 years experience and \$19.69 per hour for teachers with 7 or more years of experience. During the 1993 - 1994 school year teachers with 1 - 3 years experience would receive \$15.12 per hour, teachers with 4 - 6 years experience would receive \$17.90 per hour and teachers with 7 or more years experience would receive \$20.63 per hour. The Association proposed that middle school team leaders be compensated at the rate of \$1,100.00 a year for the 1992 - 1993 school year and \$1,152.00 per year for the 1993 - 1994 school year. The Association proposal provided that during the 1992 - 1993 school year the post schedule increment would be \$269.00 and during the 1993 - 1994 school year it would be \$281.41. The Association proposed a salary schedule with ten lanes identified as BA, B+8, B+15, B+24, B+30, M, M+8, M+15, M+24 and M+30. Each of the lanes would have twelve steps. The BA and BA+8 lanes would also have fourteen longevity steps. The B+15 and the B+24 lanes would have seventeen longevity steps and the B+30, M, M+8, M+15, M+24 and M+30 lanes would have twenty-two longevity steps. The BA lane would have a base of \$21,520.00 with a maximum at the last longevity step of \$37,165.00. The B+8 lane would have the beginning step with a salary of \$22,166.00 and the maximum salary would be \$38,327.00 including longevity. The B+15 lane had a beginning salary of \$22,811.00 and a maximum salary including longevity of \$40,554.00. The B+24 lane had a beginning salary of \$23,457.00 and a maximum salary including longevity of \$42,233.00. The B+30 lane had a beginning salary of \$24,052.00 and a maximum salary including longevity of \$45,207.00. The M lane had a beginning salary of \$24,102.00 and a maximum salary including longevity of \$45,257.00. The M+8 lane had a beginning salary of \$24,640.00 and a maximum salary including longevity of \$46,569.00. The M+15 lane had a beginning salary of \$25,178.00 and a maximum salary including longevity of \$47,852.00. The M+24 lane had a beginning salary of \$25,716.00 and a maximum salary including longevity of \$49,155.00. The M+30 lane had a beginning salary of \$25,254.00 and a maximum salary including longevity of \$50,507.00. The Association proposed a similar salary schedule for the 1993 - 1994 school year with different salaries. The beginning BA step was \$22,513.00 and the maximum salary including longevity was \$38,880.00. The B+8 lane had a beginning salary of \$23,188.00 and a maximum salary including longevity of \$40,095.00. The B+15 lane had a beginning salary of \$23,864.00 and the maximum salary including longevity of \$42,426.00. The B+24 lane had a beginning salary of \$24,539.00 and a maximum salary including longevity of \$44,182.00. The B+30 lane had a beginning salary of \$25,165.00 and a maximum salary including longevity of \$47,295.00. The M lane had a beginning salary of \$25,215.00 and a maximum salary including longevity of \$47,345.00.

The M+8 lane had a beginning salary of \$25,777.00 and a maximum salary including longevity of \$48,718.00. The M+15 lane had a beginning salary of \$25,340.00 and a maximum salary including longevity of \$50,091.00. The M+24 lane had a beginning salary of \$25,903.00 and a maximum salary including longevity of \$51,465.00. The M+30 lane had a beginning salary of \$27,466.00 and the maximum salary including longevity was \$52,838.00. The Association's proposal also included an extra-curricular schedule. During the 1992 - 1993 school year the base would be \$1,480.00 and the base for the 1993 - 1994 school year would be \$1,550.00. The 1992 - 1993 salary for academic games would be \$592.00 and in the 1993 - 1994 school year would be \$620.00. The baseball freshman coach would receive a 1992 - 1993 salary of \$1,184.00 and a 1993 - 1994 school year of \$1,240.00. The tennis assistant would receive a 1992 - 1993 salary of \$1,332.00 and for 1993 - 1994 it would be \$1,495.00. The volleyball freshman assistant would receive \$1,184.00 in the 1992 - 1993 school year and \$1,240.00 in the 1993 - 1994 school year. The freshman wrestling coach would receive \$1,480.00 for the 1992 - 1993 school year and \$1,550.00 for the 1993 - 1994 school year. The VICA advisor would receive \$548.00 for the 1992 - 1993 school year and \$574.00 for the 1993 - 1994 school year. The FBLA advisor would receive \$548.00 for the 1992 - 1993 school year and \$574.00 for the 1993 - 1994 school year. The Odyssey of the Mind advisor would receive \$222.00 in the 1992 - 1993 school year and \$233.00 in the 1993 - 1994 school year. The Citizen Bee advisor would receive a 1992 - 1993 school year salary of \$220.00 and \$233.00 for the 1993 - 1994 school year. The Mock Trial coach would receive \$548.00 for the 1992 - 1993 school year and \$574.00 for the 1993 - 1994 school year. The Student Council - Middle School advisor would receive a 1992 - 1993 school year salary of \$118.00 and during the 1993 - 1994 school year the salary would be \$124.00. The Association also proposed a salary schedule for workers at extra-curricular events. For football, basketball, volleyball and wrestling workers the clock and statistics worker would receive \$23.47 in the 1992 - 1993 school year and \$24.58 in the 1993 - 1994 school year. If the clock and statistics worker handled both the varsity and junior varsity games the 1992 - 1993 school year salary would be \$35.21 and the 1993 - 1994 school year would be \$36.87. Ticket sellers and takers would receive \$18.76 for the 1992 - 1993 school year and \$19.65 for the 1993 - 1994 school year. If the ticket sellers and takers were asked to work the third quarter they would receive an extra \$3.66 for the 1992 - 1993 school year and an extra \$3.83 for the 1993 - 1994 school year. The worker who did filming would receive \$21.91 during the 1992 - 1993 school year and \$22.95 during the 1993 - 1994 school year. The game announcer would receive \$23.47 during the 1992 - 1993 school year and \$24.58 during the 1993 - 1994 school year. The schedule for track worker's provided that the timer and others at dual meets would receive \$18.76 in the 1992 - 1993 school year and \$19.65 in the 1993 - 1994 school year. If it was a triangular or more meet those workers would receive \$28.18 during the 1992 - 1993 school year and \$29.51 during the 1993 - 1994 school year. A student bus chaperone for a trip of less than 90 miles would receive \$21.91 during the 1992 - 1993 school year and \$22.95 during the 1993 - 1994 school year. If the trip was 90 miles or more the chaperone would receive \$27.29 in the 1992 - 1993 school year and \$28.59 during the 1993 - 1994 school year. Supervisors for other events would receive \$18.76 during the

1992 - 1993 school year and \$19.65 during the 1993 - 1994 school year. If a sub was needed for a coach or an advisor the salary would be \$18.76 per hour per day or event during the 1992 - 1993 school year and \$19.65 during the 1993 - 1994 school year. Those teachers who worked summer work shop and voluntary Saturday detention would receive \$14.47 per hour during the 1992 - 1993 school year and \$15.16 per hour during the 1993 - 1994 school year.

The Employer's final offer, attached hereto and hereinafter referred to as Exhibit 2, proposed to carry forward without change all provisions of the 1989 - 1992 agreement with appropriate adjustments and references to school year terms. It also provided that the agreement would be effective as of June 1, 1992 and should be in full force and effect through June 30, 1994. The Employer's position on both of those issues was the same as that of the Association and there was no dispute about them. With respect to the supplementary benefits the Employer proposed that all provisions would remain the same except that it would pay the teachers share of the payment to the Wisconsin State Retirement System to the extent of 6.2% of the total salary and it proposed that the cost of the long term disability plan for the 1992 - 1994 school year should not exceed \$.51 per thousand. The Employer proposed to pay 100% of the family plan and 100% of the single plan for dental insurance approved by the Employer with the understanding that the Association could consider other carriers. The Employer proposed to modify the substitute teachers rate to provide \$12.41 an hour for the 1992 - 1993 school and \$12.90 for the 1993 - 1994 school year. Driver's education instructors would receive \$13.88 for the 1992 - 1993 school year and \$14.40 for the 1993 - 1994 school year. Coordinators would receive \$15.51 for the 1992 - 1993 school year and \$16.13 for the 1993 - 1994 school year. The Employer proposed to pay mileage reimbursement at the rate of \$.26 per mile and that was the proposal of the Association. Accordingly there is no issue with respect to mileage reimbursement. The Employer proposed to pay teachers performing supervisory services at the high school during the noon hour \$261.67 per semester plus lunch for the 1992 - 1993 school year and \$272.14 per semester plus lunch for the 1993 - 1994 school year. The Employer proposed to pay teachers of non-credit courses during the summer for the 1992 - 1993 school year \$14.33 an hour if they had 1 - 3 years experience, \$16.96 per hour if they had 4 - 6 years experience and \$19.55 per hour if they had 7 or more of experience. In the 1993 - 1994 school year the Employer would pay the summertime teachers of non-credit courses \$14.90 an hour if they had 1 - 3 years experience, \$17.64 an hour if they had 4 - 6 years experience and \$20.33 an hour if they had 7 years or more of experience. The Employer's proposal would pay Middle School team leaders \$1,095.00 per year for the 1992 - 1993 school year and \$1,140.00 per year for the 1993 - 1994 school year. It would modify the post schedule increment for the 1992 - 1993 school year to \$268.41 and for 1993 - 1994 school year it would be \$279.95. The Employer's proposal would provide an extra-curricular base for the 1992 - 1993 school year of \$1,470.00 and a 1993 - 1994 school year base of \$1,530.00. It would provide the academic games coaches with a 1992 - 1993 school year salary of \$588.00 and for the 1993 - 1994 school year it would be \$612.00. The baseball freshman coach would receive a 1992 - 1993 school year

salary of \$1,176.00 and a 1993 - 1994 school year salary of \$1,224.00. The tennis assistant coach would receive a 1992 - 1993 school year salary of \$1,323.00 and for the 1993 - 1994 school year it would be \$1,377.00. The freshman wrestling coach would receive a 1992 - 1993 school year salary of \$1,470.00 and a 1993 - 1994 school year salary of \$1,530.00. It would increase the 1991 - 1992 per event rates by 4% for the 1993 - 1994 school year. They would remain the same as they had been in the 1991 - 1992 school year for the 1992 - 1993 school year. The Employer proposed a 1992 - 1993 salary schedule with a base salary of \$21,473.00. The 1993 - 1994 salary schedule would have a base salary of \$22,396.00. The Employer salary schedule would have ten lanes just as the one proposed by the Association. The BA lane would have a beginning salary of \$21,473.00 and it would have twenty-six steps including longevity with a maximum salary of \$37,084.00. The B+8 would have a beginning salary of \$22,117.00 with twenty-six steps including longevity and a maximum salary of \$38,243.00. The B+15 lane would have a beginning salary of \$22,761.00 and twenty-nine steps including longevity with a maximum salary of \$40,466.00. The B+24 lane would have a beginning salary of \$23,406.00 and twenty-nine steps including longevity with a maximum salary of \$42,141.00. The B+30 lane would have a beginning salary of \$24,000.00 with thirty-four steps including longevity and a maximum salary of \$45,108.00. The M lane would have a beginning salary of \$24,050.00 with thirty-four steps including longevity and a maximum salary of \$45,158.00. The M+8 lane would have a beginning salary of \$24,587.00 and thirty-four steps including longevity with a maximum salary of \$46,468.00. The M+15 lane would have a beginning salary of \$25,123.00 with thirty-four steps including longevity and a maximum salary of \$47,777.00. The M+24 lane would have a beginning salary of \$25,560.00 and thirty-four steps including longevity with a maximum salary of \$49,087.00. The M+30 lane would have a beginning salary of \$26,197.00 with thirty-four steps including longevity and a maximum of \$50,397.00. In the 1993 - 1994 school year the Employer would continue the same salary schedule with the same number of lanes and the same number of steps in each of the lanes. The BA lane would have a beginning salary of \$22,396.00 and a maximum salary at the twenty-sixth step of \$38,359.00. In the B+8 lane the beginning salary would be \$23,068.00 with a maximum at the twenty-sixth step of \$39,568.00. In the B+15 lane the Employer would pay a beginning salary of \$23,740.00 and a maximum of \$41,817.00 at the twenty-ninth step. In the B+24 lane the Employer would pay a beginning salary of \$24,412.00 and a maximum of \$43,564.00 at the twenty-ninth step. In the B+30 lane the Employer would pay a beginning salary of \$25,034.00 with a maximum salary at the thirty-fourth step of \$46,547.00. In the M lane the Employer would pay a beginning salary of \$25,084.00 with a maximum salary of \$46,597.00 at the thirty-fourth step. In the M+15 lane the Employer would pay a beginning salary of \$26,203.00 with a maximum salary of \$47,963.00 at the thirty-fourth step. In the M+24 lane the Employer would pay a beginning salary of \$26,763.00 with a maximum of \$49,329.00 at the thirty-fourth step. In the M+30 lane the Employer would pay a beginning salary of \$27,323.00 with a maximum of \$52,062.00 at the thirty-fourth step.

The health insurance proposal in the Association's final offer was not offered or discussed during negotiations or mediation. The Employer's health

insurance proposal would continue the current language. That particular issue has some background. During the term of the parties 1989 - 1992 collective bargaining agreement the insurer, Time Insurance Company, notified the Employer that it was cancelling its policy effective January 1, 1991. In order to continue coverage the Employer received proposals from insurers and input and recommendations from the Association. The Employer was not able to obtain a proposal from any insurance company that duplicated the coverage of the Time policy. It selected the Blue Cross plan that is now in effect although it was not identical with the Time plan. The Blue Cross plan has a number of enhancements and coverage compared to that offered by Time Insurance Company, but there are some diminutions too. The principle area of controversy that resulted from the change to Blue Cross was the co-payment schedule. Under the Time policy the insurer paid the first \$2,000.00 of medical expenses in full and paid 80% of the next \$3,000.00 and the employees paid 20%. The Blue Cross plan selected by the Employer had an 80/20 co-pay provision on the first \$2,500.00 expenses. After that Blue Cross paid the medical expenses in full. The Association filed a grievance in January of 1991 claiming that the Employer violated the collective bargaining agreement by unilaterally adopting a new and inferior health insurance plan to replace the Time plan. The grievance arbitration hearing was held on January 16, 1992 before arbitrator, Edward B. Krinsky. On May 13, 1992 Krinsky issued an award finding that the Employer had not violated the collective bargaining agreement and that its selection of the Blue Cross plan was a reasonable exercise of its right to select the health and accident plan.

The Association has requested additional compensation for extra-curricular activities such as sport coaches or yearbook advisor, extra-curricular events for which compensation is granted such as ticket taker at the sporting events and extra duty which is compensated such as noon hour supervision or the Association's proposal to add Saturday detention. The Association seeks larger increases in rates and seeks language changes to require pay for additional extra-curricular activities, extra-curricular events and extra duty. The parties were unable to reach agreement on a compensation schedule for the extra-curricular activities for the 1993 - 1994 contract. During negotiations discussion focused on an Association proposal to change the way the parties approached extra-curricular activities, going from a separately negotiated figure to computing extra-curricular pay using a salary schedule base. The Association dropped this proposal after it filed for interest arbitration. The Association proposes to add eleven positions to the extra-curricular schedule. Four of them are the same as those proposed by the Employer but the Association has requested compensation for seven other new positions. There was no discussion during negotiations of these seven additional extra-curricular positions that the Association includes in its final offer. The Association also proposes changes in contractual language describing extra-curricular events for

which compensation is granted. It proposes the addition of two new categories and proposes language changes in existing categories. These aspects of the Association proposal were not discussed in bargaining.

ASSOCIATION'S POSITION

The Association argues that its proposal would result in the Employer falling \$47.00 behind the West De Pere bench mark for the BA minimum in the first year and \$117.00 behind it in the second year. It contends that the Employer proposal would also fall further behind West De Pere at the MA maximum. The Association points out that the Employer has always led at the BA seventh and schedule maximum levels and West De Pere has consistently dominated at the BA maximum and MA maximum levels but the parties have flip-flopped at the other bench mark levels. It takes the position that the projected total cost of the Employer's proposal must be reduced by the decrease in health insurance premiums of \$46,696.97 thereby reducing its total cost for the 1993 - 1994 school year. The Association asserts that the total package cost is not the 6.17% set forth in the Employer's final offer but only 5.45%. It argues that if its offer is accepted the Employer would experience an increase of \$11,780.00 as a result of the change in the dental insurance. The Association contends that West De Pere had a total package cost increase of 6.94% in the 1992 - 1993 school year and its offer of a 6.58% falls below that. It takes the position that West De Pere will have a total package cost of 6.44% in the 1993 - 1994 school year, assuming a 5% increase in dental insurance and the 15% increase in medical insurance. The Association assumes the increases for the Employer and West De Pere should be identical and its offer of a 6.47% total package increase is almost identical to that of West De Pere. It asserts that its settlement is less than that of West De Pere at all but one bench mark and the Employer's offer is below the average at all of the bench marks. The Association argues that accepting the Employer's final offer will result in a loss of \$179.00 on the average bench mark and its offer will maintain the historical parity with West De Pere. It contends that it is behind the metro average at all of the bench marks and behind the average at all but two of the conference bench marks. The Association takes the position that its offer exceeds the conference settlements only at the schedule maximum and the Employer's offer is below all of the bench marks in existing conference settlements as well as in Green Bay. It argues that the dollar increases at the bench marks proposed by it fall behind the conference averages. The Association contends that its offer is less than but nearly identical to West De Pere. It takes the position that the Employer's enrollment outpaced its comparables but there has been no commensurate increase in the teaching staff. The Association asserts that the school tax levy has a lower percentage increase than comparable districts and the same applies to the mill rate. The Association points out that its state aid has increased 56.21% and the conference average has increased 57.04%. It argues it is the only school district among the comparables to have enjoyed a decrease in the levy rate. The Association contends that the increases and the costs of operation of

the Employer's school have been offset by increases in its equalized value. The Association argues that if the Employer subsidizes the added co-pay cost to the employees resulting from the change from Time Insurance to Blue Cross, the total cost of the subsidy would be \$11,780.00 and the total health care increase would be less than the Employer anticipated. The Association takes the position that it is the mutual intent of the parties that the family security benefit clause be formalized and its proposal does not preclude the Employer from self funding it. It takes the position that the parties had come to a verbal agreement regarding the rate of pay for the freshman assistant volleyball coach but the Employer has refused to include it among the extra-curricular activities of the contract. It points out that other conference schools that participate in Future Business Leaders of America and Middle School Student Council programs pay their teachers for this activity and the amount that it requests is within the middle range or below the comparables. The Association asserts that the Employer has not compensated teachers for their extra-curricular activities in the academic sphere and its offer attempts to fairly compensate them in a manner commensurate with the Employer's comparables. It argues that the issues involved in this arbitration revolve around the sole statutory criteria of comparability and there is but one overriding issue and that is maintaining the status quo. It takes the position that the acceptance of the Employer's offer would significantly alter the status quo and the relationship with the comparables.

EMPLOYER'S POSITION

The Employer argues that the Association seeks to rewrite the health insurance provision currently in the collective bargaining agreement. It contends that the Association wants the Employer to underwrite expenses teachers incur as a result of the change in insurer that occurred during the last collective bargaining agreement and it proposes to specify the family security feature in the collective bargaining agreement. The Employer takes the position that the Association's proposal would mean that if the current Blue Cross policy had a more generous provision than the old Time policy did the teachers would continue to benefit from it and if the Blue Cross policies had a less generous provision the Employer would underwrite it by payment to teachers of whatever Blue Cross didn't pay that Time would have paid. It asserts that the Association first made its health insurance proposal in its final offer and did not bargain with the Employer about the concepts or the specific language it seeks. The Employer argues that the proposal seeks reimbursement from January 1, 1991 with an estimated cost of up to \$316,000.00 on just the co-pay reimbursement feature. It contends that even if the co-pay reimbursement feature only goes back to July of 1992 the cost could be as high as \$180,000.00. The Employer concedes that the change from Time to Blue Cross that occurred under the terms of the old collective bargaining agreement did result in a change in the co-pay requirement. It takes the position that Time's co-pay provision was unusual and the Employer has not been able to duplicate that coverage. The

Employer argues that in a grievance filed by the Association, arbitrator Edward B. Krinsky found that while there was a change in basic coverage the Blue Cross policy did contain benefits more advantageous to the employees and the Employer reasonably exercised its right to select the carrier. The Employer points out that the Association wants to retain all additional Blue Cross benefits and have the Time co-pay arrangement too. It takes the position that there is no evidence that the Blue Cross plan has been unworkable or that employees have experienced problems with coverage. It asserts that the evidence does not show that the current health insurance language and plan is unworkable or inequitable. The Employer argues that the parties would never have bargained the one-sided result sought by the Association. It contends that the Association never presented and never discussed its health insurance proposal in the negotiations with the Employer and never presented any evidence of a compelling need to change the current language. The Employer takes the position that it is repugnant to the process of good faith bargaining to slip into a final offer an issue that has not been fully addressed by the parties in bargaining. The Employer argues that there is no compelling need to include the family security benefit in the contract just because the Employer decided in 1991 to self fund the benefit. It contends that there is no dispute about the existence or continuation of the benefit and no contention that the Employer has failed to provide it. The Employer points out that it reached a voluntary agreement with its support staff and that agreement does not contain any co-pay reimbursement provision and does not contain the family security feature as a provision in the agreement. The Employer asserts that no conference school district has a provision anything like the Association's proposal that would give employees the Blue Cross coverage and the Time plan benefits on top of it. The Employer argues that the Association's proposed changes are not supported by the comparables. It contends that the full cost of the Association's proposal cannot be calculated and without a quantified cost it should not be imposed on a public entity responsible for adopting and living within a budget. It asserts that the Association's proposal does not solve a problem but creates one. The Employer argues that there is little to distinguish the parties salary proposals from each other. It contends that the Association seeks to identify functions or activities presently performed by teachers as part of their basic teaching salary and confer additional compensation for such functions. The Employer takes the position that the average salary and average total compensation generated by its offer significantly exceed the averages among the settled comparables in both years of the contract. It points out its proposal provides percentage increases substantially greater than the CPI increase. The Employer argues that its proposed 1992 - 1993 salary increase exceeds the average of the eight settled conference districts by \$74.00 per returning teacher and the resulting average salary of \$39,579.00 substantially exceeds the average of the eight settled conference school districts by \$22,864.00. It points out that its final offer exceeds the 1992 - 1993 5% increase voluntarily agreed to by the Employer's support staff. The Employer argues that its final offer proposes a total compensation increase per returning teacher for the 1992 - 1993 school year of \$3,184.00 that results in a 6.36% increase over the base year. The

Employer asserts that the Association's final offer would result in an average salary increase of \$2,274.00 for an increase of 6.08% and the average total compensation not including its health insurance proposal would be \$53,393.00. It contends that the cost of the co-pay reimbursement under the Association's proposal would increase the average total compensation per teacher for the 1992 - 1993 school year by \$1,856.31. The Employer asserts that the average 1992 - 1993 total compensation per teacher of the 8 settled conference districts is \$49,960.00 and the Association's proposal would result in the Employer's average total compensation per teacher exceeding the conference average by at least \$5,289.00. The Employer takes the position that its final offer places it first in average salary and total compensation among the three districts that have reached agreement for the 1993 - 1994 school year, including West De Pere. It asserts that the Association's proposal would provide returning teachers an average salary increase of \$2,333.00 which is an increase of 5.88% and the average salary would increase to \$41,998.00. It contends that if the average cost of the co-pay portion of the Association's proposal is included, the average total compensation per teacher for the 1993 - 1994 school year would increase by an additional \$742.59 to a total of \$4,162.00. The Employer argues that its overall bench mark rankings would remain low under either its or the Association's final offer and they must be viewed in light of the effect of the longevity provisions on teachers. It points out that 75% of the teachers are not on the schedule because of the longevity provisions and bench mark statistics are of little value in analyzing and comparing the Employer's salaries with those of the comparable districts. The Employer points out that its current bench mark rankings are the result of voluntary agreements over the last eight years. It argues that its proposal retains its position among the comparables and its BA base, BA maximum, MA minimum and MA maximum for the 1992 - 1993 year would have the same rank under either party's offer except the Association's MA maximum would result in a rank of 7 and the Employer's offer would result in a rank of 8. Either the Employer's or the Association's offer for the 1993 - 1994 school year would rank first as compared to the three settled districts at the schedule maximum. It asserts that there is no evidence that its salary schedule has resulted in recruiting difficulties or that a large number of teachers are expected to retire in the near future. The Employer takes the position that its high ranking in average salary and salary increases and in average total compensation per teacher and total compensation increases per teacher indicate that there is no need to catch up. It points out that for the 1992 - 1993 school year the Employer ranked second in the conference in average salary and in average total compensation and for the 1993 - 1994 school year it ranks first among the school districts in the conference that have settled. It points out that its proposed salary increases of 5.85% in the first year and 5.56% in the second year and the total package increases of 6.36% and 6.10% in those years compare more favorably with CPI increases than the Association's proposal. The Employer argues that there is no evidence of inequity or a compelling need for a change that would require increasing its life insurance premium payment to a 100% and there is no support among the comparables. It concedes that the total cost of the proposal over the two years

is \$5,120.00 and not a major issue but the Employer contends that it is a change in the voluntarily agreed upon language without any justification. The Employer points out that its life insurance premiums are the highest in the conference in terms of cents per thousand per month and exceeds the premium payment of any other conference school district including those districts that pay 100% of the premium. The Employer argues that there is no basis for the Association's proposal to increase the cap on the cost of the long term disability insurance plan. It points out that the current rate is \$.48 per thousand and the language of the current agreement provides a cap of \$.51 per thousand. In the absence of any evidence of an increase over the term of the contract the Employer contends that there is no basis for the Association's proposal. The Employer has proposed approximately a 4% increase in each contract year for extra-curricular activities, extra-curricular events for which compensation is granted and for extra duty, except that the rates for extra-curricular events would not be adjusted until the 1993 - 1994 school year. The Association proposes to add eleven positions to the extra-curricular schedule, four of which are the same that are proposed by the Employer and seven other new positions about which there was no discussion during negotiations. It also proposes changes in contractual language describing extra-curricular events for which compensation is granted and the addition of two new categories and new language in existing categories. These aspects of the Association's proposal were not discussed in bargaining. The Association proposes a 4.75% increase in each contract year for extra-curricular activities, extra-curricular events for which compensation is granted and extra duty. The Employer argues that there is no evidence that it has had any difficulty obtaining coverage for any activities, events or assignments or that its rates are too low in any respect. It contends there is no compelling reason to increase the ticket takers rates for the 1992 - 1993 school year now ended and pay retroactive increases to the teachers who took tickets and kept scores for the past school year. It takes the position that its proposed increases of 4% for the 1993 - 1994 school year is preferable. The Employer argues that the current collective bargaining agreement recognizes that extra-curricular activities are part of the teachers job and teaching load. It contends that extra-curricular duties do not and should not automatically entitle a teacher to additional compensation when a teacher is not required to take on the assignment or if the activity is held during the standard school day or if the activity is a natural outgrowth of or closely related to an academic program. The Association's proposal would add seven new positions to the extra-curricular activity list, one of which is now being filled by a person not part of the bargaining unit and who is being paid. The other six activities that the Association seeks to add are currently performed on a voluntary basis without additional compensation and they are not assigned. The Employer asserts that there was no discussion during bargaining of the Association's proposal to add the seven additional extra-curricular activities and the parties reached agreement on the inclusion of four other extra-curricular activities that were discussed by the Employer and the Association during negotiations. It contends that if there was a compelling need to add seven additional activities the Association would have discussed them in bargaining. The Employer argues that the Association proposals on extra-curricular activities, extra-curricular

events and extra duty reach too far in requiring pay for numerous additional activities and events and duties and they conflict with Article XVII(a) of the collective bargaining agreement.

COMPARABLE GROUPS

The Association argues that there are three tiers of comparability that are relevant in this case. The first tier is the West De Pere School District. Its second tier, hereinafter referred to as Comparable Group A, involves the Metropolitan Schools in the Green Bay area consisting of Ashwaubenon, Green Bay, Howard - Suamico, Pulaski, Seymour and West De Pere. The third comparable group, hereinafter referred to as Comparable Group B, is the Bay Athletic Conference consisting of the school districts of Ashwaubenon, Clintonville, De Pere, Howard - Suamico, Marinette, New London, Pulaski, Seymour, Shawano - Gresham and West De Pere. The Employer agrees that Comparable Group B is the appropriate comparable. It points out that all of the school districts in Comparable Group B except one have settled their 1992 - 1993 agreements and it is the group that the parties have turned to in negotiations when they felt it appropriate to see what other districts were doing. Comparable Group B consists of school districts similar in the size of the community, full time equivalents, enrollment and economic resources. The Employer agrees that the West De Pere district is a significant comparable and contends that it should be the major one. In the 1982 - 1983 collective bargaining agreement before Arbitrator Gil Vernon, he found the Comparable Group B to be the comparable group to which the Employer should be compared. Vernon pointed out that in the absence of some special circumstance arbitrators usually agree that the athletic conference schools are generally comparable. In a 1990 West De Pere arbitration Arbitrator George Fleischli found the Comparable Group B to be comparable to West De Pere. Since the Comparable Group B includes the Employer, Fleischli must have felt that it was an appropriate comparable group to which the Employer should have been compared. The Employer argues that Comparable Group A, consisting of the Metro Area School Districts including the City of Green Bay does not warrant its adoption as a comparable to the Employer. It contends that Green Bay is a much larger community and in a different athletic conference. It argues that geographic proximity alone is not enough and contends that Green Bay is not an appropriate comparable. Both the Employer and the Association agree that West De Pere is an appropriate comparable and the arbitrator makes a similar finding. To maintain consistency that was established by Arbitrator Vernon when he found the Bay Athletic Conference District to be comparable, the arbitrator finds that Comparable Group B is the most appropriate comparable group to be measured against the Employer. The arbitrator is not adverse to consideration of Comparable Group A even though Green Bay is a much larger school in a much larger community and a different athletic conference. It is close enough geographically and the Employer is part of its metropolitan area. The market basket of the Green Bay area is the market basket of the Employer. Accordingly

the Employer will place some reliance upon Comparable Group A but will rely primarily on West De Pere and Comparable Group B as the most appropriate comparables to be considered.

METHOD OF COSTING

The Employer presented a costing document to the Association and explained its methodology which included the actual cost for mid-year lane movements during the year. The Association said nothing in opposition to that methodology and the Employer believed that a consensus on base year costing methodology had been reached. The Employer contends that its costing method is preferable because it is more accurate and was not opposed by the Association when the matter was discussed. The Association uses the cast forward method for determining costs. This method establishes the cost of the faculty at the beginning of the last year under the preceding contract and cast those same positions forward to the beginning of the next year for the purposes of determining the cost of that year. It does not include any of the lane movements that occurred during the year. The two costing methods do not result in any substantial differences. The 1991 - 1992 base year salary cost as costed by the Employer is \$4,552,274.00 and as costed by the Association is \$4,558,142.00. The difference between the two is less than \$6,000.00.

The arbitrator finds either costing method to be appropriate because neither one results in any substantial distortions. The cast forward method utilized by the Association is the most commonly used method and is the one that the arbitrator would ordinarily utilize and will be utilized in this case. When establishing costing methods and costing procedures it is advisable for the parties to agree on the same method so that both of them will be using the same system and speaking the same language to the arbitrator. When they are talking about different methods they are speaking different languages and do not offer much assistance to the arbitrator.

EXTRA-CURRICULAR ACTIVITIES

The Association has requested that seven extra-curricular activities be included in the contract. It points that the Freshman Assistant Volleyball Coach has worked in the position during the past year and the parties have come to a verbal agreement regarding the rate of pay for the position but the Employer has refused to include it among the extra-curricular activities of the contract. It points out that other conference schools that participate in the extra-curricular programs that it proposes should be placed in the contract pay their teachers for the activity. The Association argues that of the five extra-curricular activities for which there are comparables its requested stipend is the lowest for three of them. It contends that this proposal attempts to fairly compensate teachers involved in the academic realm outside of the classroom in a

manner commensurate with the Employer's comparables. The Employer's proposal proposes the current contract language on extra-curricular activities with the addition of four new positions to the extra-curricular schedule. These were the positions which the parties discussed and reached agreement on in the past. The Employer's final offer proposes the current contractual language in describing paid extra-curricular events and extra duty. It has proposed a 4% increase in each contract year for the extra-curricular activities for which compensation is granted and for extra duty except that the rates for ticket takers would not be adjusted until the 1993 - 1994 school year. The Association proposes to add the four positions that the Employer has proposed plus seven other new positions. The parties never discussed during negotiations any of the seven extra-curricular positions that the Association includes in its offer. The Association proposal changes the contractual language describing extra-curricular activities for which compensation is granted but it never discussed any of that language in bargaining. Its proposal would provide a 4.75% increase in each contract year for the extra-curricular events and extra duty for which compensation is granted.

There is no evidence that the Employer has had any difficulty obtaining coverage for any of the activities, events or assignments. There is no evidence that the Employer's current extra compensation rates are too low in any respect. In fact the Association offered no evidence in support of its proposal with respect to extra-curricular activities. It did point out that some of the school districts in Comparable Group B did compensate teachers for some of the seven new extra-curricular positions for which it sought compensation. However, it did not indicate whether or not those duties were considered part of the teachers academic assignment or whether the assignment was performed outside of the regular school hours. Article XVII(a) of the collective bargaining agreement provides that supervision of extra-curricular activity is considered part of the teaching load. It goes on to point out that any non-paid extra-curricular activity is considered part of the teaching load and that any non-paid extra-curricular duty in excess of one was voluntary. That provision recognizes that extra-curricular duties are part of the teachers job and teaching load. That is particularly true if the teacher is not required to take on the assignment or if the activity is held during the standard school day or if the activity is a natural outgrowth of or closely related to an academic program. The Association's failure to discuss its proposal to compensate seven additional extra-curricular activities during the bargaining session weakens its position substantially. Its proposal requiring pay for additional activities and new language that conflicts with Article XVII(a) of the collective bargaining agreement were not evaluated during the bargaining and there was no evidence presented that would justify any change with the past. The Employer's offer maintains current contract language and adds the the four additional activities that the parties have discussed and agreed upon .

The Association has not made a case in support of the substantial changes that it proposes to make in the language and salaries for extra-curricular

positions. It did not even present evidence in support of its request for an increase of 4.75% in the rates for those positions that the parties have agreed should be included in the collective bargaining agreement. It is difficult for the arbitrator to determine what the rates for extra-curricular activities should be. No evidence was presented about the duties of the new positions and about whether they were performed outside of normal school hours or their relationship to academic activities. Those are issues that should be settled at the bargaining table between the parties and not by an arbitrator with the limited information provided to him in these proceedings. The Association did not even discuss seven of the new positions or any of the language changes it proposes with the Employer and it should not rely on an arbitrator to provide the teachers with benefits that it did not even discuss with the Employer.

Accordingly the arbitrator finds the Employer's position with respect to extra-curricular activities to be preferable to that of the Association.

WAGES

The arbitrator will deal with the issues of substitute teacher's wages, driver's education wages, wages for teachers performing noon hour services, summer employment rates for non-credit courses along with the proposals for salary schedules for the 1992 - 1993 and 1993 - 1994 school years. Those issues are all closely related economic issues affected by the new public policy spelled out by the legislature in the recently passed biennial budget. The Association proposes that for the 1992 - 1993 school year any teacher who substituted for an absentee teacher would be paid at the rate of \$12.50 an hour and for the 1993 - 1994 school year the rate would be \$13.09. The Employer would pay the substitute teachers \$12.41 an hour for the 1992 - 1993 school year and \$12.90 for the 1993 - 1994 school year. The Association proposes that the driver's education rate for the 1992 - 1993 school year be \$13.98 per hour for instructors and \$15.61 per hour for the coordinator. The 1993 - 1994 school year pay for driver's education proposed by the Association would be \$14.64 per hour for instructors and \$16.36 for the coordinator. The Employer's proposal would pay the instructors \$13.88 per hour for the 1992 - 1993 school year and \$14.44 for the 1993 - 1994 school year. Coordinators would be paid \$15.51 an hour for the 1992 - 1993 school year and \$16.13 an hour for the 1993 - 1994 school year. The Association proposes that the teachers performing supervisory services at the high school during the noon hour should receive \$263.56 per semester plus lunch for the 1992 - 1993 school year and \$276.08 plus lunch for the 1993 - 1994 school year. The Employer would pay those teachers \$261.67 plus lunch for the 1992 - 1993 school year and \$272.14 per semester plus lunch for the 1993 - 1994 school year. The Association proposes a 1992 - 1993 wage for summer employment teachers of non-credit courses of \$14.43 per hour for teachers with 1 - 3 years of experience and in the 1993 - 1994 school year it would be \$15.12 per hour. Teachers with 4 - 6 years experience would receive \$17.08 per hour during the 1992 - 1993 school year and \$17.90 per hour during the 1993 - 1994 school year.

Teachers with 7 years or more experience would receive \$19.69 per hour during the 1992 - 1993 school year and \$20.63 per hour during the 1993 - 1994 school year. The Employer would provide teachers with 1 - 3 years experience with a wage of \$14.33 per hour in the 1992 - 1993 school year and \$14.90 per hour for the 1993 - 1994 school year. Teachers with 4 - 6 years experience would receive \$16.96 an hour during the 1992 - 1993 school year and \$17.64 an hour during the 1993 - 1994 school year. Teachers with 7 years or more of experience would receive \$19.55 per hour during the 1992 - 1993 school year and \$20.33 per hour during the 1993 - 1994 school year. The Association proposes a 1992 - 1993 post schedule increment of \$269.00 and a 1993 - 1994 post schedule increment of \$281.41. The Employer's proposal would be a 1992 - 1993 school year post schedule increment of \$268.41 and in the 1993 - 1994 school year it would be \$279.95. The Association's proposal would increase the base salary from \$20,571.00 in the 1991 - 1992 school year to \$21,520.00 in the 1992 - 1993 school year. The B.A. minimum increase would be \$940.00 or 4.61%. The average increase in salary for the Employer's teacher would be \$2,226.00 or 5.94%. The Employer's average increase in cost per teacher would be \$3,299.00 or 6.58%. In the 1993 - 1994 school year the Association proposes a base salary of \$22,513.00 which is an increase of \$993.00 or 4.61%. The average salary increase per teacher would be \$2,333.00 or 5.88%. The Employer's total increased cost per teacher would be \$3,455.00 or 6.47%. The Employer's proposal would increase the 1991 - 1992 base salary of \$20,571.00 to \$21,473.00 for the 1992 - 1993 school year. That is an increase of \$902.00 or 4.38%. The average salary increase per teacher would be \$2,139.00 or 5.71%. The Employer's total increased cost per teacher would be \$3,126.00 or 6.24% for the 1992 - 1993 school year. In the 1993 - 1994 school year the Employer would increase the base salary to \$22,395.00 which is a \$922.00 increase or 4.29%. It would provide an average salary increase of \$2,200.00 per teacher or 5.56%. The Employer's total increased cost per teacher would be \$3,284.00 or 6.17% for the 1993 - 1994 school year. The difference between the positions of the party with respect to salaries in the 1992 - 1993 school year is \$10,549.00 and for the 1993 - 1994 school year the difference is only \$16,257.00. That is not a significant salary differential for a faculty of this size.

The Employer's salary compensation levels are among the highest in Comparable Group B and higher than West De Pere, which the Association contends the Employer should duplicate with respect to salary. The Association points to certain bench marks where the Employer lags behind West De Pere or where the differential has increased somewhat. Average salary and total compensation are more accurate indicators of how well the Employer's teachers have done and what they would do under the Employer's offer. The Employer's 1992 - 1993 proposal would provide teachers with an average salary that exceeds the average salary of West De Pere by \$2,136.00 and would exceed the average in Comparable Group B by \$2,864.00. Its 1992 - 1993 average increase per teacher would exceed the average increase in West De Pere by \$120.00 and the average salary increase in Comparable Group B by \$74.00. The Employer's 1993 - 1994 offer would provide its teachers with an average salary that exceeds the average salary in West De

Pere by \$2,194.00. It would exceed the average salary of the three settled districts in Comparable Group B by \$4,627.00. The Employer is the leader in total compensation in Comparable Group B. Its dollar increases are substantial and would maintain its relationship to the comparables. The Employer would continue its historic salary and total compensation leadership in Comparable Group B and over West De Pere. The Employer's proposal exceeds the increase in the cost of living for each of the two years but is closer to it than the Association's proposal.

The legislature of the State of Wisconsin has recently passed a budget for the new biennium that places limitations on the increases in compensation well below the percentage increases proposed by either the Employer or the Association. The budget passed by the legislature has not yet been signed by the governor and is not yet in effect, but the interest and welfare of the public require the arbitrator to consider this new legislative policy in selecting one of the options of the parties.

The Employer's proposal provides an increase well in excess of the average cost per employee limitation set by the legislature. The Employer's proposal is much closer to the budgetary limitation passed by the legislature than the proposal of the Association. Under the circumstances, the interest and welfare of the public require the arbitrator to select the Employer's proposal, which is much closer to the budgetary limitation that will take effect when approved by the governor. The arbitrator is restricted by the current law from selecting any option other than the proposal of the Employer or the proposal of the Association. The proposal of the Employer more closely meets the standard of this new public policy than the proposal of the Association.

The arbitrator finds the Employer's proposal with respect to substitute teacher's wages, driver's education wages, wages for teachers performing noon hour services, summer employment rates for non-credit courses, post schedule increments and salary schedule preferable to that of the Association.

HEALTH INSURANCE

The Association seeks to substantially rewrite the current health insurance provisions of the collective bargaining agreement. The new language that it proposes provides that the Employer shall reimburse individual teachers for the additional expenses incurred by such teachers as result of the Employer's change from Time Insurance, effective January 1, 1991. It also proposes that if a

teacher under the family health plan dies or becomes disabled the Employer will continue to pay premiums for a period of twelve months if the teacher's coverage can be utilized by members of his family.

The Employer contends that there is no compelling need to include the family security benefit in the collective bargaining agreement because it decided in 1991 to self fund the benefit. There is no dispute about the existence or continuation of the benefit and no contention that the Employer has failed to provide the benefit. The arbitrator can see no reason why the Employer is reluctant to include the family security benefit in the collective bargaining agreement. It is a benefit that it provides and there is no reason why the collective bargaining agreement should not provide that the employees have a right to such a benefit.

When the Employer had to change carriers from Time Insurance to Blue Cross there was a change in the co-pay requirement. The Association brought a grievance before Arbitrator Krinsky with respect to this change in the co-payment provision. He held that while there was a change in basic coverage the Blue Cross policy contained benefits more advantageous to the employees and determined that the Employer reasonably exercised its right to select the carrier even though there was a change in the co-pay benefits. Now the Association wants to retain all of the additional Blue Cross benefits that are more advantageous to the employees and still have the Time Insurance co-pay arrangement on top of it.

The Association never presented and never discussed its health insurance proposal in negotiations with the Employer. As other arbitrators have pointed out, it is repugnant to the process of good faith bargaining to slip into a final offer an issue that has not been fully addressed by the parties. The Employer reached a voluntary agreement with its support staff and it does not contain any of the co-pay reimbursement provisions sought by the Association because of the change from Time Insurance to Blue Cross. No school district in Comparable Group B has a provision anything like the Association's proposal to maintain the Blue Cross coverage and have the Time plan benefits too. The Association's proposed changes are not supported by the comparables and would place a substantial financial burden on the Employer. The full cost of the proposal cannot be calculated. The Association did not even try to place a cost on it. The Association's failure to cost its proposed changes in the health insurance provision satisfies the arbitrator that it cannot be serious about it or at least should not be. Its failure to even mention the proposed change in health insurance benefits during bargaining indicates that it was only thrown in to its final offer as an after thought. The Association's proposal with respect to health insurance accentuates its departure from the public policy adopted by the legislature in the new budget. Accordingly the arbitrator finds the Employer's proposal with respect to health insurance preferable to that of the Association.

LIFE INSURANCE

The Association proposes that the Employer pay 100% of the life insurance premium. It presented no evidence justifying this change and there was no demonstration of support among the comparables. The Employer has the highest cost in terms of cents per thousand of any of the school districts in Comparable Group B. Its current life insurance premium pick up of \$.41 per month exceeds the premium payment of any other school district in Comparable Group B including those districts that pay 100% of the premium.

Accordingly the arbitrator finds the Employer's proposal with respect to life insurance to be preferable to that of the Association.

LONG TERM DISABILITY INSURANCE

The long term disability insurance rate is currently \$.48 per thousand and the current language in the collective bargaining agreement that the Employer proposes to continue provides a cap of \$.51 per thousand. This cap would allow for a \$.03 per thousand rate increase over the terms of the collective bargaining agreement. The long term disability insurance rate did not change in the 1992 - 1993 school year and there is no evidence of an increase for 1993 - 1994. The Association proposes that the cap be raised to \$.51 per thousand. It advanced no reason for the proposed increase and presented no evidence that would justify an increase. The Employer's current rate of \$.48 per thousand is the highest of any school district in Comparable Group B.

Increases in the cap when and if they become an issue should be negotiated. As of this date they are not an issue and the arbitrator has no basis for making any adjustment under the circumstances.

It therefore follows that the arbitrator finds the Employer's proposal with respect to the long term disability insurance to be preferable to that of the Association.

CONCLUSION

The Association has presented evidence that would support its final offer with respect to the salary schedule, but almost no evidence on any other issue. The fact that it did not raise some of the issues in bargaining and discuss them with the Employer satisfies the arbitrator that it was not serious about those particular issues. The Association did discuss its wage proposal in bargaining and presented evidence in support of it. However its arguments are weak when one considers that the Employer is a wage leader in Comparable Group B. The budgetary action of the legislature establishes a the new public policy with

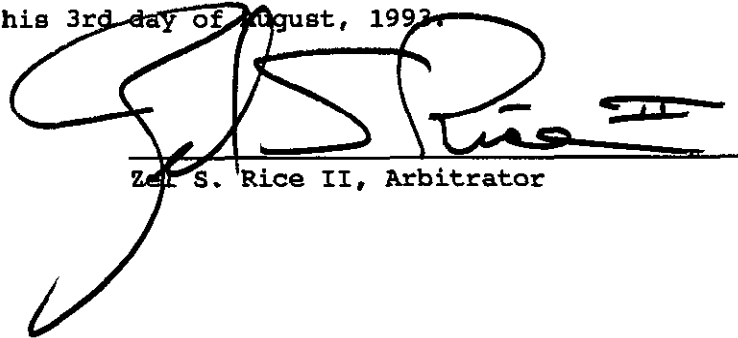
respect to increases in teacher's salaries and benefits. Under the circumstances the arbitrator finds the proposal of the Association to have very little merit.

It therefore follows from the above facts and discussion thereon that the undersigned renders the following

AWARD

After full consideration of the criteria set forth in the statutes and after careful and extensive evaluation of the testimony, arguments, exhibits and briefs of the parties the arbitrator finds that the Employer's final offer more closely adheres to the statutory criteria than that of the Association and directs that its proposal contained in Exhibit 2 be incorporated into the collective bargaining agreement as a resolution of this dispute.

Dated at Sparta, Wisconsin this 3rd day of August, 1993.

A large, stylized handwritten signature in black ink, appearing to read 'Zel S. Rice II', is written over a horizontal line. The signature is highly cursive and loops around itself.

Zel S. Rice II, Arbitrator