

RECEIVED

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

MAY 7 1982

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 :
 In the Matter of the Petition of :
 :
 BLAIR EDUCATION ASSOCIATION :
 :
 To Initiate Mediation-Arbitration : Case I
 Between Said Petitioner and : No. 26400
 : MED/ARB-763
 : Decision No. 19054-A
 SCHOOL DISTRICT OF BLAIR :
 :
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APPEARANCES

Karl L. Monson, Consultant, Wisconsin Association of School Boards, on behalf of the District

James G. Bertram, Executive Director, Coulee Region United Educators, on behalf of the Association

On October 26, 1981, the WERC appointed the undersigned as Mediator-Arbitrator, pursuant to Section 111.70(4)(cm)6.b. of the Municipal Employment Relations Act in the matter of a dispute existing between the School District of Blair, hereafter the District or Board, and the Blair Education Association, hereafter the Association. Pursuant to statutory responsibilities, the undersigned conducted mediation proceedings between the District and the Association on January 5, 1982. Said mediation effort failed to result in voluntary resolution of the dispute. The matter was thereafter presented to the undersigned in an arbitration hearing conducted on February 2, 1982 for final and binding arbitration. Post hearing exhibits and briefs were filed by both parties by March 22, 1982. Based upon a review of the evidence and arguments and utilizing the criteria set forth in Section 111.70(4)(cm), Wis. Stats., the undersigned renders the following award.

SUMMARY OF ISSUES

This dispute involves the 1980-81 and 1981-82 agreements between the parties. In dispute are issues related to the salary schedule, the scope of the arbitrator's authority in grievance arbitration, and health and long-term disability insurance.

SALARY SCHEDULE

SCHOOL DISTRICT OF BLAIR
1980-81

Step	B.A.	B.A.+8	B.A.+16	B.A.+24	M.A.
0	11,100	11,350	11,600	11,850	12,100
1	11,435	11,685	11,935	12,185	12,435
2	11,770	12,020	12,270	12,520	12,770
3	12,105	12,355	12,665	12,855	13,105
4	12,440	12,690	12,940	13,190	13,440
5	12,775	13,025	13,275	13,525	13,775
6	13,110	13,360	13,610	13,860	14,110
7	13,445	13,695	13,945	14,195	14,445
8	13,780	14,030	14,280	14,530	14,780
9	14,155	14,405	14,655	14,905	15,155
10	14,530	14,780	15,030	15,280	15,530
11	14,905	15,155	15,405	15,655	15,905
12		15,530	15,780	16,030	16,280
13			16,155	16,405	16,655
14				16,780	17,030
15					17,405
16					17,780

BLAIR EDUCATION ASSOCIATION
1980-81

Step	B.A.	B.A.+8	B.A.+16	B.A.+24	M.A.
0	11,100	11,400	11,700	12,000	12,300
1	11,465	11,765	12,065	12,365	12,665
2	11,830	12,130	12,430	12,730	13,030
3	12,195	12,495	12,795	13,095	13,395
4	12,560	12,860	13,160	13,460	13,760
5	12,925	13,225	13,525	13,825	14,125
6	13,290	13,590	13,890	14,190	14,490
7	13,655	13,955	14,255	14,555	14,855
8	14,020	14,320	14,620	14,920	15,220
9	14,410	14,710	15,010	15,310	15,610
10	14,800	15,100	15,400	15,700	16,000
11	15,190	15,490	15,790	16,090	16,390
12		15,880	16,180	16,480	16,780
13			16,570	16,870	17,170
14				17,260	17,560
15					17,950

SCHOOL DISTRICT OF BLAIR
1981-82

Step	B.A.	B.A.+8	B.A.+16	B.A.+24	M.A.	M.A.+8	M.A.+16
0	12,100	12,350	12,600	12,850	13,100	13,350	13,600
1	12,435	12,685	12,935	13,185	13,435	13,685	13,935
2	12,770	13,020	13,270	13,520	13,770	14,020	14,270
3	13,105	13,355	13,605	13,855	14,105	14,355	14,605
4	13,440	13,690	13,940	14,190	14,440	14,690	14,940
5	13,775	14,025	14,275	14,525	14,775	15,025	15,275
6	14,110	14,360	14,610	14,860	15,110	15,360	15,610
7	14,445	14,695	14,945	15,195	15,445	15,695	15,945
8	14,780	15,030	15,280	15,530	15,780	16,030	16,280
9	15,155	15,405	15,655	15,905	16,155	16,405	16,655
10	15,530	15,780	16,030	16,280	16,530	16,780	17,030
11	15,905	16,155	16,405	16,655	16,905	17,155	17,405
12		16,530	16,780	17,030	17,280	17,530	17,780
13			17,155	17,405	17,655	17,905	18,155
14				17,780	18,030	18,280	18,530
15					18,405	18,655	18,905
16					18,780	19,030	19,280

BLAIR EDUCATION ASSOCIATION
1981-82

Step	B.A.	B.A.+8	B.A.+16	B.A.+24	M.A.	M.A.+8
0	12,100	12,400	12,700	13,000	13,300	13,600
1	12,500	13,800	13,100	13,400	13,700	14,000
2	12,900	13,200	13,500	13,800	14,100	14,400
3	13,300	13,600	13,900	14,200	14,500	14,800
4	13,700	14,000	14,300	14,600	13,900	15,200
5	14,100	14,400	14,700	15,000	15,300	15,600
6	14,500	14,800	15,100	15,400	15,700	16,000
7	14,900	15,200	15,500	15,800	16,100	16,400
8	15,300	15,600	15,900	16,200	16,500	16,800
9	15,725	16,025	16,325	16,625	16,925	17,225
10	16,150	17,450	16,750	17,050	17,350	17,650
11	16,575	16,875	17,175	17,475	17,775	18,075
12		17,300	17,600	17,900	18,200	18,500
13			18,025	18,325	18,625	18,925
14				18,750	19,050	19,350
15					19,475	19,775

SCOPE OF THE ARBITRATOR'S AUTHORITY

Both parties' proposals contain the following prohibition on the arbitrator's authority: The arbitrator shall have no authority to add to, subtract, modify, delete or amend any of the express terms of the collective bargaining agreement. However, the Board proposes

to add an additional sentence to the clause which would limit the arbitrator "to ruling only on the interpretation and application of the existing agreement without any consideration of prior agreements or past practices."

HEALTH INSURANCE

The dispute over health insurance relates only to the 1981-82 school year. The Board has proposed paying \$100.00 per month toward the family plan and full payment for single coverage. The Association proposes full payment by the Board for both plans; the family plan premium is currently \$110.78.

LONG-TERM DISABILITY INSURANCE

The Association proposes long-term disability insurance be fully paid by the Board and implemented in 1981-82. The Board has made no proposal for the long-term disability insurance.

Since issues which have arisen over comparability may have a significant impact on all other substantive issues in dispute, comparability will be initially addressed. Thereafter, the merits of the substantive issues in dispute will be discussed individually. Finally, the relative merit of the total final offers of both parties will be addressed.

COMPARABILITY

Association Position

The Association and the Board have proposed that the districts in the Dairyland Athletic Conference be used as comparables. Since the Conference schools have historically been used and also have been included in previous arbitration awards, said districts should be similarly utilized herein.

The Association contends that two additional districts, Arcadia and Gale-Ettrick-Trempealeau, are also comparable since these districts are also close geographically, they are of similar size, and they have similar economic resources to support their educational programs.

Board Position

The Board proposes a comparable grouping of districts contiguous to Blair which is known as the Trempealeau Valley Coop. These districts have been linked since 1965 through sharing of services, bid buying and coordinated school calendars and programs, and more recently, a cable TV instructional program. All of these districts are within CESA 11. They share the same labor pool of teachers and are influenced by similar market conditions.

In terms of size, as measured by enrollment and teaching staff, Blair consistently ranks fifth, (below average) when compared to this grouping of districts.

Discussion

All of the districts in the Dairyland Athletic Conference have been utilized as comparables in a number of mediation-arbitration cases involving several of the districts in said Conference. However, it is also true that additional districts have been included among the comparables in prior arbitration awards based upon their geographic proximity, size and community of interest.

Based upon geographic proximity, relatively comparable size, the history of negotiations in the District and in surrounding districts, and the economic resources which such districts have available for the support of their educational programs, the undersigned has utilized as comparables in this proceeding all of the districts in the Dairyland Athletic Conference, excluding Osseo-Fairchild because of its size and Alma because it has not resolved its contract for the 1981-82 school year. In addition, of the additional contiguous

districts proposed by the District, the undersigned will utilize Arcadia since it is of relatively similar size, it is geographically proximate, and since it has been used as a comparable to Blair in prior mediation-arbitration proceedings. However, Gale-Ettrick-Trempealeau will not be utilized since it, like Osseo-Fairchild, is significantly greater in size than the other comparables.

SALARIES

Association Position

The Association's proposal will help Blair retain its position among comparable districts. This is evidenced by the comparison of BA and MA increments with those of the conference leader or the conference averages. In this regard, if the Board's proposal is accepted, Blair's relative position in this regard will deteriorate.

The Association's proposal is also preferable since the Board proposals would result in the District's teachers having to work more years than teachers in comparable districts to reach the salary maximum, while at the same time falling behind in salary due to the relatively low Board proposed experience increments.

The Association's proposed educational lane increments are also closer to those which exist in comparable districts and reflect the trend toward increasing the BA-MA salary difference.

In addition, the internal relationships between the BA base and the remainder of the salary schedule are best preserved by the Association's offer; while the Board proposal would result in a deterioration of the relationship in this regard.

Lastly, the record does not indicate that the District is unable to pay for the implementation of the Association's offer. The Board's budget for the next fiscal year was not set until after the final offers were certified, and there is sufficient room under the cost control formula to accommodate either final offer.

In sum, the Association proposal is closer to the comparables, it is within the District's ability to pay, and generally, it is more aligned with the public interest than the Board offer.

Board Position

The Board offer proposes a 19.18% increase for the two-year period, which adequately compensates the District's teachers in terms of the increases in the cost of living which occurred over said period. Moreover, the comparability of the salary benchmarks also support the reasonableness of the Board's offer. Under either final offer, the BA base, MA base, MA lane maximum and schedule maximum are all above the average of the comparable districts for the 1980-81 year; only the BA maximum falls below the average. In addition, the Board proposal for 1981-82 provides for substantial increases in the cost of living as measured by the CPI and PCE indices.

Furthermore, the District has several significant financial considerations pertaining to its ability to pay which must be considered in this proceeding. Although implementation of either offer will force the Board to borrow money, the Association offer will obviously result in greater District debt.

Although Blair is below average in terms of its size, equalized valuation, and the portion of its budget supported by state aid, the Association's offer would put Blair even further ahead of the average among comparables than it already is in terms of cost per student and mill rate. Such a result would be contrary to the mandate of the electors who approved the District's budget which was based upon the Board's final offer. An award for the Association would thus nullify the will of the people and force reductions of teachers and/or programs.

Other factors indicating Blair's economic plight include its escalating unemployment rate (14.2% in January 1982), recent plant closings,

declining enrollment trends, and the general recessionary economy. All of these factors clearly support the reasonableness of the District's offer.

Discussion

The following tables reflect seven salary benchmarks among the comparables utilized by the undersigned. Charts 1 through 7 compare the 1979-80 and 1980-81 salary schedules among the comparable districts selected herein. Charts 1A through 7A compare the 1979-80 and 1981-82 salary schedules.

CHART 1
BA BASE

	79-80 \$	80-81 \$	% Increase	\$ Increase
Arcadia	9,900	10,750	8.6	850
Independence	10,275	11,405	11.0	1,130
Melrose-Mindoro	9,975	10,600	6.3	625
Taylor	9,850	10,800	9.6	950
Whitehall	10,100	11,060	9.5	960
Alma Center	9,800	10,600	8.2	800
Augusta	10,135	10,800	6.6	665
Cochrane-				
Fountain City	10,175	10,775	5.9	600
Strum-Eleva	9,875	11,000	11.4	1,125
Gilmanton	9,550	10,400	8.9	850
Average	9.963	10,819	9.2	856
Blair	10,100	Bd. 11,100 Assn 11,100	Bd. 9.9 Assn 9.9	Bd. 1,000 Assn 1,000
Blair Ranking Among 11 Districts	3-4	Bd. 2 Assn 2		
Blair +/- Average	+137	Bd. +281 Assn +281	Bd. +.7 Assn +.7	Bd. +144 Assn +144

CHART 2
MA BASE

	79-80 \$	80-81 \$	% Increase	\$ Increase
Arcadia	10,400	11,450	10.1	1,050
Independence	11,175	12,404	11.0	1,229
Melrose-Mindoro	10,675	11,400	6.8	725
Taylor	10,725	11,700	9.1	975
Whitehall	10,700	11,717	9.5	1,017
Alma Center	10,500	11,300	7.6	800
Augusta	10,635	12,096	13.7	1,461
Cochrane-				
Fountain City	10,775	11,375	5.6	600
Strum-Eleva	10,975	12,100	10.3	1,125
Gilmanton	10,350	11,400	10.1	1,050
Average	10,690	11,694	9.4	1,004
Blair	11,100	Bd. 12,100 Assn 12,300	Bd. 8.3 Assn 9.8	Bd. 1,000 Assn 1,200
Blair Ranking Among 11 Districts	2	Bd. 2-3 Assn 2		
Blair +/- Average	+410	Bd. +406 Assn +606	Bd. -1.1 Assn +.4	Bd. - 4 Assn +196

CHART 3
BA LANE - 7th STEP

	79-80 \$	80-81 \$	% Increase	\$ Increase
Arcardia	12,390	13,480	8.8	1,090
Independence	12,735	14,136	11.0	1,401
Melrose-Mindoro	11,795	12,985	10.1	1,190
Taylor	11,800	12,870	9.1	1,070
Whitehall	12,624	13,823	9.5	1,199
Alma Center	11,690	12,610	7.9	920
Augusta	12,175	13,392	10.0	1,217
Cochrane-				
Fountain City	12,125	12,725	5.0	600
Strum-Eleva	12,035	13,250	10.1	1,215
Gilmanton	11,200	12,290	9.7	1,090
Average	12,056	13,156	9.1	1,100
Blair	12,050	Bd. 13,110 Assn 13,290	Bd. 8.1 Assn 9.3	Bd. 1,060 Assn 1,240
Blair Ranking Among 11 Districts	6	Bd. 5 Assn 4		
Blair +/- Average	-6	Bd. - 46 Assn +134	Bd.-1 Assn+ .2	Bd. - 40 Assn + 140

CHART 4
MA LANE - 10th STEP

	79-80 \$	80-81 \$	% Increase	\$ Increase
Arcardia	14,360	15,815	10.1	1,455
Independence	14,865	16,500	11.0	1,635
Melrose-Mindoro	13,720	15,248	11.1	1,528
Taylor	13,650	14,805	8.5	1,155
Whitehall	14,752	16,153	9.5	1,401
Alma Center	13,740	14,720	7.1	980
Augusta	14,235	16,452	15.6	2,217
Cochrane-				
Fountain City	14,600	15,200	4.1	600
Strum-Eleva	14,215	15,475	8.9	1,260
Gilmanton	12,825	14,235	11.0	1,410
Average	14,096	15,460	9.7	1,364
Blair	14,050	Bd. 15,155 Assn 15,610	Bd. 7.3 Assn 10.0	Bd. 1,105 Assn 1,560
Blair Ranking Among 11 Districts	7	Bd. 7 Assn 5		
Blair +/- Average	-46	Bd. -305 Assn +150	Bd.-2.4 Assn + .3	Bd. -259 Assn +196

CHART 5
BA MAXIMUM

	79-80		80-81		% Increase	\$ Increase
	\$	Steps	\$	Steps		
Arcadia	14,050	(9)	15,300	(9)	8.9	1,250
Independence	13,965	(8)	15,501	(8)	11.0	1,536
Melrose-Mindoro	13,390	(10)	14,973	(12)	11.8	1,583
Taylor	12,775	(8)	13,905	(8)	8.8	1,130
Whitehall	15,148	(11)	16,587	(11)	9.5	1,439
Alma Center	12,950	(9)	13,950	(9)	7.7	1,000
Augusta	12,855	(7)	14,256	(7)	10.9	1,401
Cochrane-						
Fountain City	13,750	(10)	14,350	(10)	4.4	600
Strum-Eleva	14,555	(12)	15,875	(12)	9.1	1,320
Gilmanton	12,850	(11)	14,495	(12)	12.8	1,645
Average	13,629		14,919		9.5	1,290
Blair	13,750	(11)	B14,905 (11) A15,190 (11)		B 8.4 A 10.5	B 1,155 A 1,440
Blair Ranking Among 11 Districts	5-6		B6 A5			
Blair +/- Average	+121		B - 14 A +271		B -1.1 A +1	B -135 A +150

CHART 6
MA MAXIMUM

	79-80		80-81		% Increase	\$ Increase
	\$	Steps	\$	Steps		
Arcadia	15,680	(11)	17,270	(11)	10.1	1,590
Independence	16,095	(11)	17,865	(11)	11.0	1,770
Melrose-Mindoro	14,815	(11)	16,530	(13)	11.6	1,715
Taylor	14,625	(11)	16,185	(12)	10.7	1,560
Whitehall	16,036	(11)	17,559	(12)	9.5	1,523
Alma Center	14,820	(11)	15,860	(11)	7.0	1,040
Augusta	15,835	(12)	18,388	(12)	16.1	2,553
Cochrane-						
Fountain City	17,150	(14)	17,750	(14)	3.5	600
Strum-Eleva	16,015	(13)	17,350	(13)	8.3	1,335
Gilmanton	13,650	(11)	15,495	(12)	13.5	1,845
Average	15,472	(11.6)	17,025	(12.1)	10	1,553
Blair	16,150	(15)	B17,780 (16) A17,950 (15)		B 10.1 A 11.1	B 1,630 A 1,800
Blair Ranking Among 11 Districts	7		B3 A2			
Blair +/- Average	+678		B +755 A +925		B + .1 A +1.1	B + 77 A + 247

CHART 7
SCHEDULE MAXIMUM

	79-80		80-81		% Increase	\$ Increase
	\$	Steps	\$	Steps		
Arcadia	15,780	(11)	17,750	(11)	12.5	1,970
Independence	16,395	(11)	18,198	(11)	11.0	1,803
Melrose-Mindoro	15,455	(11)	17,173	(13)	11.1	1,718
Taylor	14,800	(11)	16,365	(12)	10.6	1,565
Whitehall	16,184	(11)	17,884	(11)	10.5	1,700
Alma Center	15,320	(11)	16,360	(11)	6.8	1,040
Augusta	16,065	(12)	19,041	(12)	18.5	2,976
Cochrane-						
Fountain City	17,675	(14)	18,275	(14)	3.4	600
Strum-Eleva	17,015	(13)	18,350	(13)	7.8	1,335
Gilmanton	13,650	(11)	15,745	(12)	15.3	2,095
Average	15,834		17,514		10.6	1,680
Blair	16,150	(15)	B17,780 (16) A17,950 (15)		B 10.1 A 11.1	B 1,630 A 1,800
Blair Ranking Among 11 Districts	6		B6 A5			
Blair +/- Average	+316		B +266 A +436		B - .5 A + .5	B - 50 A + 120

CHART 1A
BA BASE

	79-80		80-81		% Increase	\$ Increase
	\$		\$			
Arcadia	9,900		11,850		19.7	1,950
Independence	10,275		12,431		21	2,156
Melrose-Mindoro	9,975		11,766		18	1,791
Taylor	9,850		11,800		19.8	1,950
Whitehall	10,100		12,000		18.8	1,900
Alma Center	9,800		11,675		19.1	1,875
Augusta	10,135		12,000		18.4	1,865
Cochrane-						
Fountain City	10,175		11,950		17.4	1,775
Strum-Eleva	9,875		11,900		20.5	2,025
Gilmanton	9,550		11,400		19.4	1,850
Average	9,963		11,877		19.2	1,913
Blair	10,100	Bd. 12,100 Assn 12,100		Bd. 19.8 Assn 19.8		Bd. 2,000 Assn 2,000
Blair Ranking Among 11 Districts	3-4	Bd. 2 Assn 2				
Blair +/- Average	+137	Bd. +223 Assn +223		Bd. + .6 Assn + .6		Bd. + 87 Assn. +87

CHART 2A
MA BASE

	79-80 \$	80-81 \$	% Increase	\$ Increase
Arcadia	10,400	12,550	20.7	2,150
Independence	11,175	13,520	21	2,345
Melrose-Mindoro	10,675	12,654	18.5	1,979
Taylor	10,725	13,000	21.2	2,275
Whitehall	10,700	13,025	21.7	2,325
Alma Center	10,500	12,525	19.3	2,025
Augusta	10,635	13,440	26.4	2,805
Cochrane-				
Fountain City	10,775	12,550	16.5	1,775
Strum-Eleva	10,975	13,000	18.5	2,025
Gilmanton	10,350	12,400	19.8	2,050
Average	10,690	12,866	20.3	2,175
Blair	11,100	Bd. 13,100 Assn 13,300	Bd. 18.0 Assn 19.8	Bd. 2,000 Assn 2,200
Blair Ranking Among 11 Districts	2	Bd. 3 Assn 2		
Blair +/- Average	+410	Bd. +234 Assn +434	Bd. -2.3 Assn - .5	Bd. - 175 Assn + 25

CHART 3A
BA LANE - 7th STEP

	79-80 \$	80-81 \$	% Increase	\$ Increase
Arcadia	12,390	14,700	18.6	2,310
Independence	12,735	15,408	21	2,673
Melrose-Mindoro	11,795	14,413	22.2	2,618
Taylor	11,800	13,990	18.6	2,190
Whitehall	12,624	14,980	18.7	2,356
Alma Center	11,690	13,775	17.8	2,085
Augusta	12,175	14,880	22.2	2,705
Cochrane-				
Fountain City	12,125	14,350	18.4	2,225
Strum-Eleva	12,035	14,468	20.2	2,433
Gilmanton	11,200	13,290	18.7	2,090
Average	12,056	14,425	19.6	2,368
Blair	12,050	Bd. 14,110 Assn 14,500	Bd. 17.1 Assn 20.3	Bd. 2,060 Assn 2,450
Blair Ranking Among 11 Districts	6	Bd. 8 Assn 5		
Blair +/- Average	- 6	Bd. -325 Assn + 75	Bd. -2.5 Assn + .7	Bd. -308 Assn + 82

CHART 4A
MA LANE - 10th STEP

	<u>79-80</u> \$		<u>80-81</u> \$	<u>% Increase</u>	<u>\$ Increase</u>
Arcadia	14,360		17,095	19	2,735
Independence	14,865		17,985	21	3,120
Melrose-Mindoro	13,720		16,924	23.4	3,204
Taylor	13,650		16,285	19.3	2,635
Whitehall	14,752		17,914	21.4	3,162
Alma Center	13,740		16,125	17.4	2,385
Augusta	14,235		18,282	28.4	4,047
Cochrane-					
Fountain City	14,600		16,375	12.2	1,775
Strum-Eleva	14,215		17,212	21.1	2,997
Gilmanton	12,825		15,235	18.8	2,410
Average	14,096		16,943	17.8	2,559
Blair	14,050	Bd. 16,155 Assn 16,925	Bd. 15 Assn 20.5	Bd. 15 Assn 20.5	Bd. 2,105 Assn 2,875
Blair Ranking Among 11 Districts	7	Bd. 9 Assn 6			
Blair +/- Average	- 46	Bd. -788 Assn - 18	Bd. -2.8 Assn +2.7	Bd. -454 Assn +316	

CHART 5A
BA MAXIMUM

	<u>79-80</u>		<u>80-81</u>		<u>% Increase</u>	<u>\$ Increase</u>
	\$	Steps	\$	Steps		
Arcadia	14,050	(9)	16,600	(9)	18.1	2,550
Independence	13,965	(8)	16,896	(10)	21	2,931
Melrose-Mindoro	13,390	(10)	16,619	(11)	24.1	3,229
Taylor	12,775	(8)	15,083	(10)	18.1	2,308
Whitehall	15,148	(11)	17,960	(13)	18.6	2,812
Alma Center	12,950	(9)	15,525	(12)	19.9	2,575
Augusta	12,855	(7)	15,840	(7)	23.2	2,985
Cochrane-						
Fountain City	13,750	(10)	16,750	(11)	21.8	3,000
Strum-Eleva	14,555	(12)	17,464	(12)	20	2,909
Gilmanton	12,850	(11)	15,495	(12)	20.6	2,645
Average	13,629		16,423		20.5	2,794
Blair	13,750		B15,905 (11) A16,575 (11)		B 15.7 A 20.5	B 2,155 A 2,825
Blair Ranking Among 11 Districts	5-6		B7 A7			
Blair +/- Average	+121		B -518 A +152		B -4.8 A N/C	B -639 A + 31

CHART 6A
MA MAXIMUM

	79-80		80-81		% Increase	\$ Increase
	\$	Steps	\$	Steps		
Arcadia	15,680	(11)	19,115	(12)	21.9	3,435
Independence	16,095	(11)	19,473	(13)	21	3,378
Melrose-Mindoro	14,815	(11)	18,348	(11)	23.8	3,533
Taylor	14,625	(11)	18,110	(15)	23.8	3,485
Whitehall	16,036	(11)	19,477	(13)	21.5	3,441
Alma Center	14,820	(11)	17,725	(14)	19.6	2,905
Augusta	15,835	(12)	20,434	(12)	29	4,599
Cochrane-						
Fountain City	17,150	(14)	19,350	(15)	12.8	2,200
Strum-Eleva	16,015	(13)	19,552	(12)	22.1	3,537
Gilmanton	13,650	(11)	16,495	(12)	20.8	2,845
Average	15,472	(11.6)	18,808	(12.9)	21.6	3,336
Blair	16,150	(15)	B18,780 (16) A19,475 (15)		B 16.3 A 20.6	B 2,630 A 3,325
Blair Ranking	7		B7			
Among 11 Districts			A3			
Blair +/- Average	+678		B - 28 A +667		B -5.3 A -1	B -706 A - 11

CHART 7A
SCHEDULE MAXIMUM

	79-80		80-81		% Increase	\$ Increase
	\$	Steps	\$	Steps		
Arcadia	15,780	(11)	19,610	(12)	24.3	3,830
Independence	16,395	(11)	19,836	(13)	21	3,441
Melrose-Mindoro	15,455	(11)	19,072	(11)	23.4	3,617
Taylor	14,800	(11)	18,310	(15)	23.7	3,510
Whitehall	16,184	(11)	20,143	(13)	24.5	3,959
Alma Center	15,320	(11)	18,235	(14)	19	2,915
Augusta	16,065	(12)	21,161	(12)	31.7	5,096
Cochrane-						
Fountain City	17,675	(14)	19,900	(15)	12.6	2,225
Strum-Eleva	17,015	(13)	21,056	(13)	23.7	4,041
Gilmanton	13,650	(11)	16,745	(12)	22.7	3,095
Average	15,834		19,407		22.6	3,573
Blair	16,150		B 19,280 (16) A 19,775 (15)		B 19.4 A 22.4	B 3,130 A 3,625
Blair Ranking	6		B 7			
Among 11 Districts			A 6			
Blair +/- Average	+316		B -127 A +368		B -3.2 A - .2	B -443 A + 52

Because the District has not agreed upon 1980-81 salary schedule, the undersigned believes it is appropriate in determining the relative value of the parties' 1981-82 salary proposals, to contrast them with the District's 1979-80 schedule, and similarly, to contrast the 1981-82 schedules in comparable districts with said districts' 1979-80 schedules. Such a comparison appears to be the best way to present an accurate and definitive portrayal of the relative size of the increases proposed when compared to the size of increases granted in comparable districts over the two-year period in question.

Charts 1 and 1A indicated that there is no difference in the parties' proposals at the BA base in either year. Accordingly, neither offer merits preference at this particular benchmark.

Chart 2 indicates that at the MA base, during the 1980-81 year, the Association's proposal is closer to the average percentage increase, but the District's proposal is closer to the average dollar increase. In addition, the District's proposal approximately retains the District's relative ranking at this benchmark and more approximates the average salary among comparables than does the Association's proposal. Therefore, the undersigned deems the District's proposal to be slightly more reasonable than the Association's in this regard.

Chart 2A however indicates that at the MA base, during the 1981-82 year, the Association's proposal is closer to the average percentage and dollar increase. In addition, although the District's proposed salary is closer to the comparable average at this benchmark, the Association's proposal does not change the District's relative ranking among comparables, nor does it result in a salary which is out of line with salaries in comparable districts. Accordingly, the Association's proposal at this benchmark is the more reasonable of the two.

Chart 3 indicates that at the BA lane, 7th step, for the 1980-81 year, the Association's proposal is closer to the average percentage increase, while the District's proposal is closer to the average dollar increase. Both proposals improve the District's relative ranking among comparables, and the Board's proposal is closer to the average salary among comparables than is the Association's proposal. Based upon all of these factors, the undersigned deems the District's proposal to be slightly more reasonable than the Association's at this benchmark.

Chart 3A indicates however that at the BA lane, 7th step, in the 1981-82 year, the Association proposal is closer to the average percentage and dollar increase, and in addition, it is closer to the average salary among comparables. Accordingly, the Association's proposal is clearly the more reasonable of the two at this benchmark.

Charts 4 and 4A indicate that at the MA lane, 10th step, for both years, the Association's proposal is closer to the average percentage and dollar increase as well as the comparable average salary at this step. The Association's proposal is therefore deemed to be the more reasonable of the two for both years at this benchmark.

Chart 5 indicates that at the BA maximum, for the 1980-81 year, the Association's proposal is only slightly closer to the average percentage and dollar increase than is the Board's proposal, while the District's proposal is significantly closer to the average salary among the comparables. Furthermore, the District's proposal does not significantly alter its relative ranking at this benchmark. Therefore, the District's proposal is deemed to be slightly more reasonable than the Association's at this benchmark.

Chart 5A indicates however that at the BA maximum, for the 1981-82 year, the Association's proposal is appreciably closer to all of the comparable averages, and accordingly, said proposal is deemed to be the more reasonable of the two.

Chart 6 indicates that at the MA maximum, for the 1980-81 year, the Board, by adding an additional step, has proposed an increase, the value of which is more in accord with the norm among comparables than the Association's proposal. However, the relative merit of the two parties' positions at this benchmark is also affected by the fact that the Board has proposed 16 steps at this benchmark, which is significantly more than any other comparable district, thereby diminishing, if not negating the apparent comparability of its proposal. On the other hand, there appears to be little justification for the size of the Association's proposal at this benchmark based upon the comparables. Accordingly, the undersigned deems both parties' proposals at this benchmark to be relatively equally unreasonable, and therefore neither will be given preference over the other in this proceeding.

Chart 6A indicates that at the MA maximum, for the 1981-82 year, the Association's proposal is substantially more in accord with the value of increases granted in comparable districts than is the Board's

proposal. In addition, although it significantly improves the relative ranking of the District among comparables, it maintains the relationship between the District's salary and the comparable average at this benchmark. Therefore, the Association's proposal is deemed to be the more reasonable of the two at this point on the salary schedule.

Chart 7 indicates that at the Schedule maximum for the 1980-81 year, the proposals are equi-distant from the comparable average in terms of the value of the increase in terms of percentages, the Board's proposal is closer to the average in terms of the value of the increase in dollars, neither proposal significantly modifies the relative ranking of the District at this benchmark, and neither proposal significantly alters the relationship between the District's salary at this benchmark and the comparable average. Again, at this benchmark, the District's proposal increases the number of increments so that the District is not really competitive with the mainstream of comparable districts. Based upon all of the foregoing, the Association's proposal is deemed to be very slightly more reasonable than the District's.

Chart 7A indicates that at the Schedule maximum for the 1981-82 year, the Association's proposal is the more comparable of the two in that it is more similar to the size of increases granted in comparable districts, it does not alter the relative ranking of the District among comparables, and it does not substantially alter the relationship between the District's salary at this benchmark and the comparable average.

In sum, the Association's proposal has been found to be more reasonable than the District's at seven of the fourteen benchmarks which have been compared over the two-year period. The District's proposal has been found to be more reasonable at three benchmarks, and at four of the benchmarks, neither proposal is more reasonable than the other.

For the foregoing reasons, it would appear that the Association's proposed salary schedule is more reasonable than the District's.

Although one could continue to compare various other points on the salary schedule, or, as the District has proposed, just those points on the schedule where the District's teaching staff is concentrated, in the undersigned's opinion, a comparison of the benchmarks utilized herein is as reliable and predictable a measure of comparability as any other proposed herein. These benchmarks appear to be the most frequently utilized by the parties as well as mediator-arbitrators in other similar proceedings, and hopefully, their regular use will some day result in more predictability in this process.

In response to the District's assertion that one should look primarily at those points on the salary schedule where the District's teaching staff is concentrated, although the undersigned concedes that such an analysis does have short-term validity and relevance, in the long-term, the undersigned believes that such an analysis would be harmful to the District as well as its teachers.

Often in the bargaining process salary schedules are tailored to meet the demands of the current teaching staff, which often results in distortions in salaries at various points on the salary schedule, both on the high and low end. Such bargaining practices often result in the need for major overhauls of salary schedules when the distribution of the teaching staff in a district changes. Thus, it would seem to be more desirable for both parties to attempt to develop salary schedules which are consistently and uniformly comparable in order to avoid such problems. In this same regard, there appears to be little justification to pay teachers at the same step in comparable districts significantly different salaries because the distribution of teachers on the salary schedule in those districts differs. Comparability means just that, teachers at the same step in comparable districts should be similarly compensated. Such an approach recognizes the need for larger increases to allow relatively underpaid teachers to catch up, and it also allows for the legitimacy of relatively smaller increases to keep salaries in line with comparables.

Having found the Association's proposed salary schedules to be the

more comparable of the two, the undersigned must now address the District's argument that it would not be reasonable to require the District to implement the Association's proposal in this period of unemployment, recession, declining enrollments, and diminishing economic resources.

Although the District has demonstrated that all of the above factors exist in the District at this time, and that the District's taxpayers have commendably supported a competitive educational program with relatively scarce and diminishing economic resources, it has failed to demonstrate that its economic problems are sufficiently unique and serious to justify salary increases and a salary schedule which are less comparable than those proposed by the Association. Although the District has demonstrated that short-term borrowing will be necessary to implement either proposal, it has failed to demonstrate, other than by speculation, that its educational program will be adversely affected by selection of the Association's proposal. In fact, there is no evidence in the record that the District will definitely face reduction or elimination of beneficial educational programs, that it will have to engage in long-term deficit financing, or that it will have to raise taxes in a manner which would be inconsistent with the will of the citizenry. Although it must be conceded that an award which is in accord with the pattern set in comparable districts may not be understood by a citizenry upset with the economic climate in the District at this time, in a proceeding such as this, unless persuasive evidence is introduced supporting the need to differentiate the District from comparable districts, comparability would appear to be the fairest criterion to utilize. As indicated above, such evidence is not present herein.

Lastly, in response to the District's arguments pertaining to the relationship between its proposals and changes in the cost of living, in the undersigned's opinion, where clear patterns of settlements have been established in comparable districts, such settlement patterns are a far more valid measure of what constitutes a fair and reasonable response to changes in the cost of living than any cost of living index.

SCOPE OF THE ARBITRATOR'S AUTHORITY

Association Position

Although both parties have agreed to language which limits the arbitrator to interpreting the existing agreement, the Board proposal would deny the arbitrator the right to utilize a necessary and well accepted interpretative tool, i.e., consideration of past practice and bargaining history. Such a limitation would reduce the effectiveness of the arbitration process which has traditionally been utilized to resolve contractual ambiguities. Such a proposal would prohibit the arbitrator from determining the parties' intent regarding a contract provision and would result in either: the arbitrator's rubber stamp of a Board action or a totally independent discretionary decision by the arbitrator. Either way, the result is undesirable. Only by maintaining these traditional interpretative tools can fair and impartial grievance awards which are consistent with the parties' intent be obtained.

Board Position

The Board simply seeks to reinforce the definition of a grievance as being "any complaint regarding the interpretation or application of a specific provision of this agreement." In the Board proposal the arbitrator would be limited to the existing agreement since it represents the "full and complete agreement between the parties." To further prohibit the arbitrator from considering past practices is totally congruent with this concept.

Moreover, in nearly ten years of collective bargaining in the Blair School District, there has not been one grievance arbitration. This record evidences the District's integrity in honoring its contractual commitments.

Discussion

Because ambiguity is inherent in collective bargaining agreements as a result of the nature of the process from which they are derived, it is the responsibility of arbitrators, in construing such agreements, to the best of their ability reflect the intent of the parties in applying the terms of such ambiguous agreements to specific factual situations. In order to accomplish this task, arbitrators must be able to consider past practices which reflect mutual intent and the bargaining history of the provision in question, including prior agreements which address similar issues, all of which may also reflect such mutual intent. Without such interpretative tools, the arbitrator would be forced to fashion arbitrary interpretations of ambiguous contractual language, which in many cases would not reflect the intent and will of the parties when they entered into such agreements. Consideration of such past practices and prior agreements is not inconsistent with the contractual provisions prohibiting the arbitrator from adding to, subtracting from, modifying, deleting or amending the express terms of the agreement. In fact, consideration of such factors is meant to facilitate contractual construction which is consistent with the parties' mutual intent.

If the District wishes to protect itself against arbitral enforcement of past practices which are not covered by the agreement, such an objective can be accomplished in a more limited fashion than that proposed herein without harming the viability and utility of the arbitration process. Because the Board's proposal is substantially too broad, and because it would have a significantly harmful impact on the arbitration process, the Association's proposal is deemed to be the more reasonable of the two.

HEALTH INSURANCE

Association Position

A large majority of schools have health insurance fully paid by their Boards. This is also true of Blair for the 1980-81 school year. The Association proposal would continue this full payment for the 1981-82 school year. This would maintain Blair's position among the large majority of comparable districts. On the other hand, the District's proposal in this regard would be comparable with only a small minority of districts not paying the full premium.

Although there has been a significant increase in the premium, Blair's premium figure remains below that of four other schools in the Dairyland Conference, and the Association proposal would keep Blair's status well within the mainstream of comparable districts.

Board Position

The Board simply desires that individual teachers contribute 9.7% (\$10.78) of the total amount of the family premium. The Board believes that requiring some employee contribution is a sensible business practice.

Discussion

Although the record is far from clear as to whether the health insurance plans in effect in comparable districts are in fact all that comparable and to what extent the family plan premiums are fully paid by said districts, the data which has been presented indicates that at least a majority of the comparable districts provide full payment of the family plan premium. Based upon this rather unsatisfactory and incomplete evidence, utilizing the criterion of comparability, the Association's proposal appears to be, at least on its face, the more comparable and therefore the more reasonable of the two.

LONG-TERM DISABILITY INSURANCE (LTD)

Association Position

There is no proposed LTD for 1980-81. However, the Association is

proposing such insurance for 1981-82. Although comparable districts have mixed forms of insurance packages, there is a developing trend toward both LTD and dental insurance. Moreover, the addition of LTD coverage would have a minimal cost impact on the Blair School District. Finally, the LTD cost for this year would be even further reduced by its implementation at the end of the contract year.

Board Position

The Board rejects long-term disability insurance at this time as simply another economic consideration which cannot be justified when its existing financial condition is in a precarious state. Furthermore, there is no supporting evidence from comparable districts indicating that the Board's position is out of line.

Discussion

Again, although the record is inadequate regarding the extent to which long-term disability benefits are provided in comparable districts, it would appear that at least a majority of said districts do not currently provide such a benefit, and accordingly, the District's proposal in this regard is deemed the more comparable and reasonable of the two.

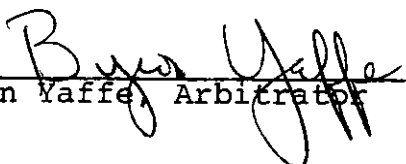
TOTAL FINAL OFFER

Having concluded that the Association's proposals pertaining to the salary schedule, health insurance, and the scope of the arbitrator's authority are the more reasonable of the two sets of proposals, and that the District's proposal regarding long-term disability benefits is the more reasonable of the two in that regard, the undersigned concludes that the total final offer of the Association is the more reasonable of the two, and accordingly, the undersigned renders the following arbitration award.

ARBITRATION AWARD

The 1980-81 and 1981-82 agreements between the School District of Blair and the Blair Education Association shall include the final offer of the Association which has been submitted herein.

Dated this 3rd day of May, 1982 at Madison, Wisconsin.


Byron Yaffe, Arbitrator