

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

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	:	RELATIONS COMMISSION
In the Matter of the Petition of	:	
	:	Case XXII
NORTHLAND PINES EDUCATION ASSOCIATION	:	No. 28965 MED/ARB-1472
	:	Decision No. 19487-A
To Initiate Mediation-Arbitration	:	
Between Said Petitioner and	:	
	:	
NORTHLAND PINES SCHOOL DISTRICT	:	
- - - - -	x	

I. APPEARANCES

Gene Degner, Director, WEAC UniServ Council No. 18, on behalf of the Northland Pines Education Association.

John L. O'Brien, Attorney, Drager, O'Brien, Anderson, Stroh and Burgy, on behalf of the Northland Pines School District.

II. BACKGROUND

On April 14, 1981, the representatives of the Northland Pines Education Association (hereafter referred to as the "Association") and the Northland Pines School District (hereafter referred to as the "District") exchanged their initial proposals as to matters to be included in a new collective bargaining agreement to succeed the collective bargaining agreement that was due to expire on June 30, 1981. Thereafter, the parties met on numerous occasions in an attempt to attain agreement on all items for a successor labor agreement. However, the parties were unsuccessful in their efforts to negotiate a final contract.

On December 10, 1981, the Association filed a petition requesting the initiation of mediation/arbitration with the Wisconsin Employment Relations Commission pursuant to Section 111.70(4)(cm)6, Wis. Stats. A Commission Mediator/Investigator held an investigation session with parties on March 4, 1982. Thereafter, the District and the Association submitted their respective final offers to the Mediator/Investigator. Upon receipt of the final offers, as well as a stipulated agreement, the Mediator/Investigator concluded the parties were deadlocked in their negotiations and declared an impasse. The investigation was subsequently closed and the Commission ordered that the parties select a Mediator/Arbitrator to assist them in attempting to resolve their dispute.

The parties selected the undersigned as the Mediator/Arbitrator. Subsequent to the time that the Mediator/Arbitrator was selected and appointed, the Commission received a timely request from at least five of the citizens of the jurisdiction that a public hearing be held for the purpose of providing an opportunity to the parties to explain and present their supporting arguments for their positions and to the members of the public to offer their comments and suggestions. The public meeting was held on June 14, 1982. Subsequent to the conclusion of the public hearing, the Mediator/Arbitrator met with the parties in an attempt to resolve the dispute through mediation. During mediation, several avenues of settlement were explored, however, the parties were not successful in coming to an agreement. The Mediator/Arbitrator then served notice of his intent to resolve the dispute by final and binding arbitration. The parties waived their respective rights to written notice of such intent and their right to withdraw their final offers as extended by Section 111.70, Wis. Stats. The Mediator/Arbitrator then conducted an arbitration hearing and received evidence. The parties agreed to exchange briefs and reply briefs and the exchange of said documents was completed approximately July 9, 1982. Based on a review of the evidence and the arguments, and utilizing the criteria set forth in Section 111.70(4)(cm), Wis. Stats., the Mediator/Arbitrator renders the following award.

III. FINAL OFFERS AND ISSUES

The District's final offer is attached hereto as Appendix A and the Association's final offer is attached hereto as Appendix B. Stipulations of the parties are attached as Appendix C. A brief review of the final offers reveals there are differences between the parties in their offers on salary schedule for 1981-82, differences related to pay for mileage under the 1981-82 contract and differences related to the duration of the Agreement. For 1982-83, the District offers a limited reopener provision which would allow negotiations on calendar, salary, extra-curricular pay, medical insurance and mileage. In 1982-83, the Association proposes a salary schedule and makes a final offer on mileage for 1982-83.

The parties also have a disagreement over which school districts should be used as comparables in assessing the reasonableness of the final offers. The arguments related to this ancillary issue will be discussed first. Then the Mediator/Arbitrator will analyze the final offers on each issue individually before the Mediator/Arbitrator considers and discusses the merits of each offer as a whole.

A. Comparable Districts

Arguments by the District

The District argues that the proper districts to be used for comparables are the schools in the pertinent athletic conference (the Lumberjack Conference) and the schools in the CESA 2 District. They believe that these schools are consistent with the listing of factors to be considered in comparability.

In respect to the Association's utilization of schools from across the state, they argue that the Association has put forth no basis that these schools are comparable communities. It is obvious to the District that northern Wisconsin is a totally different economic world than the rest of the state in almost every respect. The Statute clearly mandates that comparisons shall be made with other employees in public employment in comparable communities. The school districts in the Lumberjack Conference and CESA 2 are all in the same general areas that Northland Pines School District is and, although are clearly not identical, are certainly more comparable than districts scattered throughout the state.

Arguments by the Association

For 1981-82, the Association uses as comparable districts the schools in the athletic conference, schools in CESA District No. 2 and statewide averages. Relative to statewide averages, the Association argues that they should be considered for a variety of reasons. They direct attention to testimony during the public hearing, and to comments by the Board's representative at the arbitration hearing which related several statistics comparing the Northland Pines School District to that of the rest of the state. The testimony and comments compared Northland Pines to statewide averages in respect to economic data, housing starts, transportation costs and general wages. If the Arbitrator is going to consider these statistics compared to statewide averages then he should also consider the salary offers compared to the statewide average for teachers. They also direct attention to Arbitrator Bellman's decision in School District of Hudson and the West Central Education Association.

For 1982-83, the Association utilizes an expanded set of comparables. They utilize this expanded set of comparables because the comparables which they utilize in 1981-82 are not sufficient for comparability in year #2. They believe that this expanded set of comparables combine with an historical review is sufficient as the kind of evidence that an Arbitrator must consider under the criteria set forth in Section 111.70. This expanded set of comparables includes 53 school districts statewide which have settled for the 1982-83 school year. They argue that the school districts are comparable to Northland Pines School District for a variety of reasons. One, they submit data on students full-time enrollment and teacher equivalency and point out that this data shows that 21 of the 53 schools have a smaller enrollment than Northland Pines. They also point out that the only schools among these that have a lower levy rate are the K-8 and union-free school districts. Moreover, only 19 of those schools have a less cost-per-student than does Northland Pines. Based on the foregoing information, the Association contends that the Northland Pines School District is comparable to the districts settled in the state for 1982-83. In support of their position to expand the comparables for 1982-83, they direct attention to the decision of Arbitrator Yaffe in Northwest United Educators and the School District of Lake Holcombe (Decision No. 19197-B) and that of Arbitrator Zeidler in Greenfield Education Association and Greenfield School Board (Decision No. 18170-A).

Discussion

The Mediator/Arbitrator notes that for 1981-82 both parties agree that the schools in the pertinent athletic conference and CESA District 2 should be utilized as comparable districts. Inasmuch as they both agree on this, the Arbitrator will utilize these schools.

The Association also argues that statewide averages should be utilized in comparing the offers for 1981-82. However, the Mediator/Arbitrator disagrees. The Mediator/Arbitrator is not inclined to grant much weight to statewide averages in this case. This is primarily because of the existence of more than an adequate number of locally comparable schools. Moreover, the Arbitrator believes that the use of such averages requires special persuasive justification which is absent in this record. In this regard, the Arbitrator agrees with Arbitrator Yaffe's reasoning when he stated:

"The statewide average comparable proposed by the Association has not to the undersigned's knowledge been given significant weight by arbitrators in such proceedings, particulary where there is sufficient reliable data regarding comparable districts in the vicinity of the district in question. The undersigned does not believe that the Association has presented a persuasive argument to justify varying that practice." (Arbitrator Yaffe, School District of Ithaca, Dec. No. 18946-A, 1982). (See also Arbitrator's Monfiles in School District of Howard-Suamico, Dec. No. 19010-A, 1982). (Emphasis supplied).

Relative to the arguments regarding what schools should be considered comparable for 1982-83, the Arbitrator will reserve discussion on this issue and will consider the arguments of the parties when he discusses the offers for 1982-83.

B. Salary Schedule for 1981-82

Arguments by the District

The District argues that its offer is most reasonable when compared to salaries received by teachers in comparable districts. This assertion is based on an analysis of the rank that the teacher salaries would have under both offers compared to the rank of the teacher salaries in 1980-81. This analysis is done at the BA Base, BA Maximum without credit, BA Maximum with credit, MA Base, MA Maximum without credit and Schedule Maximum.

Relative to the Lumberjack conference, the District's analysis of the data indicates that the position of the school district at the Master's level for 1981-82 will be identical to its rank for the 1980-81 school year. They also note that the Northland Pines District ranks very favorably with other schools, being third for starting Master's salary and second in all other categories. The only changes in rank are in the Bachelor's salaries. The Board's proposal drops the District from fourth to sixth for starting Bachelor's salary whereas the Union's proposal raises it from fourth to third. For the Maximum Bachelor's salary, the Board's proposal raises the District from seventh to sixth whereas the Union's proposal raises it from seventh to fourth. For the top Bachelor's salary, the Board's proposal retains the District's number three ranking but the Union's proposal raises it from third to second. The Board submits that its final offer is more equitable in view of the current economic conditions inasmuch as it retains the District's rank at all Master level benchmarks, inasmuch as it raises the rank of the District at the Bachelor's Maximum, inasmuch as it maintains the District's rank at the BA Maximum with credits and drops its ranking only at one benchmark. Compared to the Union's proposal, the District is more reasonable. Under the Union's final offer, the District's position in relation to other districts is raised at each of the Bachelor degree levels ranging from one step to as much as three steps at the starting Bachelor position. Also, it should be noted that although the Board's offer drops the ranking of the District from fourth to sixth for the starting Bachelor's degree, there is only a difference of \$100 between its offer and the fourth ranked school.

Relative to the schools in the CESA District No. 2, the Board also makes a similar analysis. They also believe that the Board's proposal maintains its ranking within the CESA 2 School District to the extent that the data is available. The Union demand raises the District's ranking at two of the three Master's levels, namely the Master's Base and Master's Maximum. At the Bachelor level, the Board offer lowers the ranking at the Bachelor starting salary, raises it at the Maximum Bachelor's and retains its rank at the Maximum Bachelor's with credit benchmark. They note that the Union's demand raises the District's ranking at each of these three Bachelor levels, thus it is observed that the Board offer lowers the District's ranking at one level, raises it at one level and holds it constant at the four other benchmarks. The Union demand raises the District's relative ranking at five of the six levels. The Board does not believe there is any justification for increasing the standing of the District in comparison to other districts as the Union offer does. They note that while under either offer there is some digression in the District's ranking, they believe that the Board's offer maintains its rank more closely than does the Union's. The Board also makes argument relative to the reasonableness of the final offers compared to the cost of living.

They compare the offers to the Consumer Price Index released April 23, 1982, for non-metro urban areas. This data shows that the cost of living increased 8.2% from the previous year. This compares to the Board's proposal including fringes of 11.42% and a wage-only increase of slightly in excess of 10%. The Union's demand, on the other hand, on wages only is nearly 12% and a total package increase of 13.15%. The Union's offer, including fringes, is nearly 5% higher than the cost of living increase and this compared to the cost of living and the Board's offer cannot be justified in their opinion as reasonable.

Arguments by the Association

The Association argues that their salary offer for 1981-82 best maintains the rank within the athletic conference and the CESA District No. 2 schools. They have utilized a comparison which references salary benchmarks slightly different than that of the District. They utilize the BA Minimum, the BA Maximum without credit, MA Minimum, MA Maximum without credits, the Schedule Maximum and the BA Salary at the seventh step and the MA Salary at the 10th step. They believe that the utilization of these benchmarks are consistent with arbitral authority. Moreover, they direct attention to a wide variety of other arbitration decisions which utilize rank comparisons and implicitly consider how the comparisons maintain the rank of the offers compared to the historical ranking.

Based on this approach, the Association presents the following table.

COMPARISON OF THE FINAL OFFERS TO THE AVERAGE OF THE SIX ATHLETIC CONFERENCE SCHOOLS SETTLED FOR 1981-82

	BA	BA MAX	MA	MA MAX	OSM	7th Step BA	10th Step MA
BFO	-144	+184	-159	-274	-321	-163	-97
AFO	+56	+488	+57	+97	+83	+89	+220

The Association asserts that the data shows that in five of the seven categories, the Association's final offer is much closer to the average settlement in the Lumberjack conference than is the Board's offer. They would assert that this demonstrates the reasonableness of the Association's offer. They present similar data relative to the CESA 2 schools. The following table expresses this data.

COMPARISON OF THE FINAL OFFERS TO THE AVERAGE OF THE CESA #2 SCHOOLS SETTLED FOR 1981-82

	BA	BA MAX	MA	MA MAX	OSM	7th Step BA	10th Step MA
BFO	-182	-186	-167	-234	+121	-198	-386
AFO	+18	+490	+55	+137	+283	+54	-69

The Association believes it is necessary for the Northland Pines teachers to maintain their rank and that the above table indicates that they are not. Moreover, they do not believe that there are other extenuating circumstances to indicate why Northland Pines teachers should be treated to a less economic advantage than teachers in other districts.

Discussion

The parties differ slightly in the methodological approach that they utilize in comparing the final offers. They utilize the different benchmarks in their comparisons. Another difference is that the District utilizes an analysis by rank and the Association, while they purport to utilize rank, actually analyzes the differences of the offers in terms of dollars against the average dollar settlement in the athletic conference and CESA #2 Districts at the benchmarks.

The Arbitrator finds that the benchmarks utilized by both parties are not totally appropriate. The District includes an analysis at a benchmark they refer to as BA top. This actually represents the maximum salary in the BA plus 30 lane with the maximum experience increment. The inclusion of this benchmark is bothersome because it is extremely difficult to make a standardized comparison to other districts because of the wide variety of credit lanes usually found in other schedules. The Association, on the other hand, utilizes two benchmarks which are also bothersome to the Arbitrator. They do analysis at the BA (no credit) plus seven years experience level and the MA (no credit) plus ten years experience level. The use of these benchmarks is not particularly justified. It is inadequately explained why seven years or ten years experience should be utilized instead of some other level. Moreover, as is explained relative to the Board's benchmark, variety in salary schedules diminishes the validity of such a comparison.

The Arbitrator will utilize the following benchmarks: BA Base (starting salary), BA Maximum (no credits), MA Base (no credits or experience) and MA Maximum (with credits) and Salary Schedule Maximum. The Arbitrator believes that the use of these benchmarks provides the best possible standardized objective comparisons of salary schedules in view of the wide variance that is generally observed in their structures. In addition, the use of these five benchmarks is consistent with those utilized by this Arbitrator and others.

In terms of statistical methods, the rank analysis used by the Board is consistent with arbitral thought and therefore will be utilized. It is commonly implicit in the analysis of final offers that one indication of the reasonableness of the offers is which one most closely maintains the historical rank of the settlements vis-a-vis the comparables. The Association utilizes a wage differential analysis of the offers against the average dollar settlement in the comparables. This method, generally speaking in the Arbitrator's opinion, is a valid and useful method. However, the Association hasn't developed it far enough to be meaningful enough to deserve much weight. The data only shows the difference of the offers against the average. However, while a negative difference may be significant it is not per se significant or significant standing alone. To be meaningful, it should be coupled with an analysis to show that this differential is historically greater than the differential position of past settlements. A statistic showing only the negative differential to the average without historical analysis of the same differential could be misleading. While the expressed differentials by the Association might be negative, they also might represent dramatic increases or improvements over the parties historical differential wage position compared to the comparable districts.

The data on rank is expressed on the following chart.

TABLE NO. 1

LUMBERJACK CONFERENCE
ANALYSIS OF RANK

Year	BA Base	BA Max	MA Base	MA Max	Schedule Max
1980-81	4/7	7/7	3/7	2/7	2/7
1981-82	6/7(B) 3/7(A)	6/7(B) 4/7(A)	3/7(B) 3/7(A)	2/7(B) 2/7(A)	2/7(B) 2/7(A)

CESA #2
ANALYSIS OF RANK

1980-81	11/19	11/18	10/17	6/17	3/17
1981-82	14/18(B) 9/18(A)	10/17(B) 8/17(A)	10/16(B) 9/16(A)	6/16(B) 5/16(A)	3/16(B) 3/16(A)

An analysis of this data relative to the reasonableness of the respective offers, in the Arbitrator's opinion, does not reveal any conclusive preference for either offer. In the Lumberjack conference, both offers maintain the 1980-81 rank at three benchmarks and the Board's is preferred at one of the two other benchmarks and the Association's at the other. The Board's is preferred at the BA Maximum because, while both offers improve the rank, there is no apparent justification for the greater degree of improvement for the Association's offer. The Association's offer is preferred at the BA Base, although it improves the rank it does so by a lesser degree than the Board's offer decreases the rank. As a result, the parties offer in terms of rank being the same at three benchmarks and offsetting each other in the remaining benchmarks, they appear to be in equilibrium relative to rank comparisons in the Lumberjack conference.

A somewhat similar result is observed in the CESA #2 District ranking data. They are equal in retaining rank at the Schedule Maximum. The Association's is preferred at the BA Base while under the Board's offer the rank is maintained more closely than under the Association's offer at the remaining benchmarks. However, these preferences are tempered by the lack of data on all CESA District No. 2 schools. If data were available for all schools, more weight could be given to this analysis. As a result, it is the judgment of the Mediator/Arbitrator that the ranking data on CESA District No. 2 schools does not tell a story complete enough to base the Arbitrator's decision on this data only. In view that the ranking data is inclusive, and in view of the fact that ranking data can sometimes be misleading, the Arbitrator has developed an historical analysis which shows how the differential between the 1981-82 and the average settlements in comparables compare to the difference between the 1980-81 comparable settlements and the Northland Pines settlements at the benchmarks. Rank analysis considered alone can sometimes be misleading because while both offers might maintain rank, one offer might result in a significant loss of dollars within that rank compared to the previous contract. For instance, in this case, at the MA Base in the Lumberjack conference, both offers maintain the same rank. However, when compared against the average settlement at the MA Base, the teachers would lose position within that rank over the 1980-81 settlements. The data indicates that the teachers in the Northland Pines District at the MA Base were paid \$185 less than the average in 1980-81. However, under the Board's offer in 1981-82, they would receive \$375 less than the average although they would still be ranked three of seven in the conference. The following table is designed to give a more complete picture of the final offers. Implicit in this analysis is the belief that a reasonable offer is one that not only closely maintains rank but also maintains, to a reasonable degree, the historical dollar difference to the average settlements at the benchmarks. Not only should the parties not

fall too far behind in rank, but they should not fall too far behind within those ranks. Additionally, they should not have a significantly increasing differential compared to the comparable average if they are below or above it without adequate justification. The table below compares the Northland Pines settlements in 1980-81 to the average and expresses the difference, negative or positive, in dollars and percent. The table also compares the offers of the parties in 1981-82 against the average in the comparables in the same manner. From these two comparisons, it can be determined how the difference between the settlements in 1980-81 and the comparables compare to the 1981-82 offer and the comparable average. These tables were based on settlement data found in the Board's exhibits.

TABLE NO. 2

LUMBERJACK CONFERENCE

Historical Relationship of Settlements to the
Average Settlements in Comparables

	<u>BA Minimum</u>	
	<u>1980-81</u>	<u>1981-82</u>
1. Average in Conference	\$11,102	\$12,044
2. Northland Pines (Settlements and Offers)	\$11,000	\$11,800(B) \$12,000(A)
3. Difference	-\$102(-.9%)	-\$244(-2%) - (B) -\$44(-.36%) - (A)
	<u>BA Maximum</u>	
1.	\$16,595	\$18,198
2.	\$16,203	\$17,889(B) \$18,192(A)
3.	-\$392(-2.3%)	-\$309(-1.6%) - (B) -\$6(0%) - (A)
	<u>MA Base</u>	
1.	\$12,395	\$13,473
2.	\$12,210	\$13,098(B) \$13,320(A)
3.	-\$185(-1.4%)	-\$375(-2.7%) - (B) -\$153(-1.1%) - (A)
	<u>MA Maximum</u>	
1.	\$19,695	\$21,388
2.	\$20,372	\$21,854(B) \$22,224(A)
3.	+\$676(+3.4%)	+466(+2.1%) - (B) +836(+3.9%) - (A)
	<u>Schedule Maximum</u>	
1.	\$20,953	\$22,670
2.	\$22,176	\$23,789(B) \$24,192(A)
3.	+\$1,223(+5.8%)	+\$1,119(+4.9%) - (B) +1,522(+6.7%) - (A)

CESA #2

Historical Relationship of Settlements to the
Average Settlements in Comparables

	<u>BA Minimum</u>	
	<u>1980-81</u>	<u>1981-82</u>
1. Average in CESA #2	\$11,127	\$12,163
2. Northland Pines (Settlements and Offers)	\$11,000	\$11,800(B) \$12,000(A)
3. Difference	-\$127(-1.1%)	-\$363(-2.9%) - (B) -\$163(-1.3%) - (A)

	<u>BA Maximum</u>	
1.	\$16,726	\$18,386
2.	\$16,203	\$17,889(B) \$18,192(A)
3.	-\$524(-3.1%)	-\$497(-2.7%) - (B) -\$192(-1%) - (A)

	<u>MA Base</u>	
1.	\$12,514	\$13,685
2.	\$12,210	\$13,098(B) \$13,320(A)
3.	-\$304(-2.4%)	-\$587(-4.2%) - (B) -\$365(-3.6%) - (A)

	<u>MA Maximum</u>	
1.	\$19,537	\$21,381
2.	\$20,372	\$21,854(B) \$22,224(A)
3.	+\$834(+4.2%)	+\$473(+2.2%) - (B) +\$843(+3.9%) - (A)

	<u>Schedule Maximum</u>	
1.	\$20,577	\$22,389
2.	\$22,176	\$23,789(B) \$24,192(A)
3.	+\$1,599(+7.7%)	+\$1,399(+6.2%) - (B) +\$1,803(+8%) - (A)

Based on an interpretation of the data expressed in the tables above, it is the conclusion of the Arbitrator that the offer of the Association is slightly preferred. For instance, in the Lumberjack Conference, the Board's offer would result in a loss against their differential position relative to the conference schools at four of the five benchmarks and only improve their differential position at one benchmark (BA Maximum). On the other hand, the Association's offer would slightly improve, and therefore for the most part, maintain

the differential at three benchmarks (BA Minimum, MA Base and MA Maximum). At the Schedule Maximum, the Association's offer would improve the differential more significantly. The Association's offer exceeds the previous differential, however less than 1% at the Schedule Maximum and exceeds the previous differential by a lesser degree than does the Board's offer decrease it.

In Cesa #2 District, a similar trend is seen. Under the Board's offer, the teachers would lose against their relative differential position at four of the five benchmarks and improve at only the BA Maximum benchmark. On the other hand, even under the Association's offer, the teachers would increase their loss against the average at the BA Minimum and MA Base. At the MA Maximum, the Association's offer closely maintains the previous differential and would increase the differential above the average only at the Schedule Maximum, however, by no more than does the Board's offer reduce the previous differential.

This analysis shows a marginal preference for the Association's offer on the 1981-82 salary issue. The Arbitrator will next consider the reasonableness of the offers for 1982-83 and then weigh the reasonableness of 1981-82 offers against the 1982-83 offers to determine which offer as a whole is preferred.

C. 1982-83 Contract

Arguments by the District

Relative to the 1982-83 proposals by the Association, the District makes a variety of arguments against the two-year contract and in favor of their one-year contract with limited reopeners for 1982-83 including a reopener on salary. First, they argue that a one-year contract is more consistent with the bargaining history of the parties because more often than not the parties have negotiated a one-year contract. They point out that between 1967 and 1976 the parties negotiated one-year contracts. They also argue that a one-year salary agreement is most reasonable because it would allow for negotiations in light of the variable state of flux in the cost of living. This proves itself in view of the present Consumer Price Index which shows an increase of only 8.2% and exposes the error in the Union's position in its demand for a second-year of 10.4% without even allowing for any increase in the cost of medical insurance. They also argue that it makes more sense to have a one-year agreement in respect to the reimbursement for mileage. These costs have varied tremendously in the last year and the Board's proposal would permit flexibility not only for 1981-82 but would allow both sides to negotiate in the second year. Similar argument is made in respect to the cost of medical insurance. They assert that it is extremely difficult to anticipate cost increases in medical insurance. The Board's proposal would allow the parties to negotiate the 1982-83 contract in light of these most probable increases in the insurance premiums.

The District also objects to the Association's utilization of 53 schools scattered throughout the State as comparable communities. They believe that the Statute clearly states that comparisons should be made with employees performing similar services, with other employees generally in public and private employment ". . . in the same community and in comparable communities." They believe that there is no argument made by the Association that these communities are comparable and therefore it is clear that the statewide comparisons are wholly out of order.

Arguments by the Association

The Association attempts to demonstrate the reasonableness of their 1982-83 salary offer by showing an historical analysis of the 53 schools settled for 1982-83 as of June 1, 1982. They compare the Association's proposal for 1982-83 at the seven benchmarks

that they feel are significant over the historical period of 1978-79, 1979-80, 1980-81, and the proposed years of 1981-82 and 1982-83. A summary of their analysis of the effect and rank that the Association's final offer would have relative to these 53 schools over the 1978-79 set of selected school districts is shown below.

CHANGE IN RANK OF THE ASSOCIATION'S PROPOSAL FOR 82-83 OVER THE 78-79 SET OF SELECTED SCHOOL DISTRICTS

	BA	BA MAX	MA	MA MAX	OSM	7th Step BA	10th Step MA
AFO	+4	-3	+2	-5	-5	-2	+1

They assert that it is clear from the summary above that the Association's proposal is most reasonable inasmuch as it loses rank in four out of the seven positions over the 1978-79 rank. The summary clearly establishes that the Association has predicted, selected and proposed a final offer that keeps its rank with the selected schools over an historical period. The minor shifting of the ranking up and down is only consistent with the historical pattern that all schools have developed over the same period of time. Since there is no wild skewed curve or any major jumping or lowering of rank, the Association can see no reason why its two-year proposal is not the preferred offer.

The Association also makes some additional arguments in support of the two-year agreement. They expend a great deal of argument in an attempt to convince the Arbitrator that a two-year agreement is most reasonable in light of the delays, time and expense that will be incurred by having to negotiate a salary agreement for 1982-83. By the time the 1981-82 contract is resolved in arbitration the parties already should have begun to negotiate on the 1982-83 contract. Given the amount of time, expense incurred by both parties and the labor tension attributed to negotiations, it is unreasonable for the parties to continue with one-year collective bargaining agreements.

Discussion

First, the Arbitrator should state that regarding the form of the 1982-83 offers of the respective parties, neither has a special burden of justifying the structures of their offer as a one- or two-year agreement because neither is a departure from the practice of the parties. The practice of the parties has been mixed relative to duration of contract. There have been one-year wage agreements and there have been two-year wage agreements over the history of this bargaining relationship. Had the structure of one of the offers been a departure from a consistent practice, that party would have had the burden to justify this deviation. However, this is not the case here.

After carefully considering the arguments of the parties, it is the conclusion of the Arbitrator that regarding 1982-83 offers, the District's offer to reopen the salary schedule, along with other issues, to negotiations in 1982-83, is the most reasonable offer.

The primary reason that the Association cannot show that their 1982-83 offer is justified is the lack of settlements in meaningful comparable districts, i.e. CESA #2 and the Lumberjack Athletic Conference. The Association did present data on 53 schools across the State that had settled for 1982-83. However, in the context of this record and this issue, the Arbitrator does not believe they deserve much weight. This is for several reasons. First,

arbitrators are not inclined to give much weight to statewide comparables as Arbitrator Yaffe stated in the pertinent quote cited on page 3 of this record.

Second, the Arbitrator is not inclined to give much weight to this data because the Association did not persuasively establish a sound basis for comparability among the additional factors of size, geography, etc. Even within the 53 schools, more meaningful comparisons are available at least based on size. Broad stroke comparisons should not be given much weight when more meaningful comparisons are available.

The lack of meaningful comparisons, particularly in the primary comparables, leaves nothing but a purely speculative answer to the question of how much of an increase is necessary and justified in 1982-83. The speculative offer of the Union cannot be favored over the offer of the Board which allows the parties to return to the negotiating table in a more certain bargaining climate and when undoubtedly more meaningful comparisons will be available. As stated by Arbitrator Christenson in Oak Creek Joint City School District No. 1, Case XVI, No. 22929 (Med/Arb-94) (11/78):

"I do not find the Board's arguments persuasive that a two-year agreement should be imposed. In these times of inflation and uncertainty about wage and price restraints and other economic conditions a long term contract, particularly one that fixes salaries, is strictly a gamble. That is not doubt one of the reasons that all but one of the agreements negotiated in comparable districts that have more than a one year duration provide for a salary reopener in the second year. The Board's proposed 8% salary increase in 1979-80 may be quite adequate as viewed from the perspective provided by another year of experience. If, on the other hand, the second year salary level coupled with the inability of the Association to negotiate any improvements in fringe benefits or term of employment turns out to be inadequate in the light of subsequent events the two year agreement may have a very damaging effect on labor relations. If the longer term agreement were part of a voluntary agreement the situation might well be different. A "locked up" two year agreement is just too speculative, however, to be imposed." (Emphasis supplied.)

Also pertinent are comments by Arbitrator Richard U. Miller in City of Hudson (Department of Public Works), Dec. No. 18526-A, (7/81):

"Given the uncertainty concerning future rates of inflation, tax collections and revenue from other governmental levels there is much to be said for short-term collective agreements."

This Arbitrator agrees with Arbitrators Miller and Christenson and believes that the uncertainty involved in bargaining a second-year contract is accentuated by the current fluctuations in economic conditions which are well known and by the lack of settlements in the primary comparables.

In summary, the Association's offer in 1982-83 cannot be justified and the offer of the District is most reasonable.

D. Mileage for 1981-82

The differences in the proposals on mileage are relatively slight. It is therefore the finding of the Mediator/Arbitrator that this issue will not have a determinative effect on the selection of one offer or the other and he will then proceed to assess the offers as a whole.

IV. EVALUATION OF THE OFFERS AS A WHOLE

Essentially the resolution of this dispute is a matter of weighing the preference for the Association's offer in 1981-82 against the Arbitrator's preference for the District's offer in 1982-83.

It is the Arbitrator's opinion that the marginal preference for the Association's offer in 1981-82 is outweighed by the deficiency in the Association's 1982-83 offer. The main deficiency in the Association's 1982-83 offer is its speculative nature. While it is unfortunate that their preferred 1981-82 schedule must be rejected as a result, the Association is well aware of the either/or nature of mediation/arbitration. They could have easily made a one-year proposal and agreed to a reopener in 1982-83. A reopener for 1982-83 has no particular compelling disadvantage to the Association and there is nothing unreasonable about asking them to negotiate in a contemporary setting. Assessing the final offers of the parties in the first year, when there are clearly comparable districts available, is complex enough especially when the offers are close, as they were in this case. However, the endeavor becomes too much like guesswork when comparable schools are not established. Measuring the guesswork nature of assessing the Association's 1982-83 offer against an offer which allows them a chance to renegotiate for 1982-83 on equal footing, the Arbitrator is convinced that the reopener provision of the District's offer colors their offer as a whole as the most reasonable. There was little for the Association to lose to have agreed to renegotiate in 1982-83. While the Arbitrator is sympathetic to the Association's belief that the two-year agreement is most reasonable because it avoids duplication of an arduous and time-consuming negotiations process, it is believed the more compelling consideration is the statutory criteria of comparable wages. While the Association's 1981-82 offer is preferred, it is not so strongly preferred that its speculative 1982-83 offer should have been able to sneak in on the coattail of the 1981-82 offer.

V. AWARD

The 1981-82 agreement between the School District of Northland Pines and the Northland Pines Education Association shall include the final offer of the School District and the stipulations of agreement between the parties as submitted to the Wisconsin Employment Relations Commission.

Dated this 23rd day of August, 1982, at Eau Claire, Wisconsin.

BY: 
Gil Vernon, Mediator/Arbitrator

RECEIVED

MAR 15 1982

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

FINAL OFFER

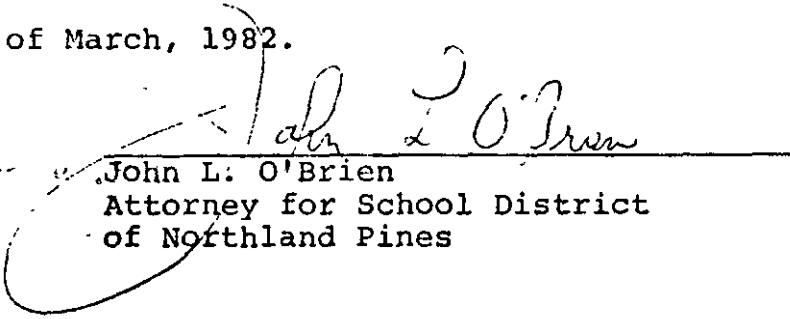
OF

SCHOOL BOARD OF THE SCHOOL DISTRICT OF NORTHLAND PINES

COMES NOW, the Northland Pines School District Board by John L. O'Brien of Drager, O'Brien, Anderson, Stroh & Burgy, its attorneys and hereby submits the following as its final offer in mediation/arbitration.

1. Salary schedule with starting bachelors salary of \$11,800.00, as per schedule attached hereto.
2. An additional, twelfth, step will be added to the bachelor's salary.
3. An amount for medical insurance, equal to the full cost of the medical insurance.
4. The contract will be for two years with only the following items to be re-negotiated for the second year:
 - a. Calendar
 - b. Salary
 - c. Extra Curricular Pay
 - d. Medical Insurance Payment
 - e. Mileage
5. The Board offers to pay teachers, as mileage, the same amount the Board pays itself, administrative personnel, and all other employees, for mileage which amount can be changed by the Board from time to time, second on the conditions dictate.

DATED this 10th day of March, 1982.


 John L. O'Brien
 Attorney for School District
 of Northland Pines

STEP	<u>BA</u>		<u>BA+15</u>		<u>BA+30</u>		<u>MA</u>		<u>MA+15</u>	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	11,800	1.032	12,178	1.072	12,650	1.110	13,098	1.150	13,523
1	1.043	12,307	1.077	12,709	1.120	13,216	1.163	13,723	1.204	14,207
2	1.086	12,815	1.122	13,240	1.168	13,782	1.216	14,349	1.262	14,892
3	1.129	13,322	1.167	13,771	1.216	14,349	1.269	14,974	1.320	15,576
4	1.172	13,830	1.212	14,302	1.264	14,915	1.322	15,600	1.378	16,260
5	1.215	14,337	1.257	14,833	1.312	15,482	1.375	16,225	1.436	16,945
6	1.258	14,844	1.302	15,364	1.360	16,048	1.428	16,850	1.494	17,629
7	1.301	15,352	1.347	15,895	1.408	16,614	1.481	17,476	1.552	18,314
8	1.344	15,859	1.392	16,426	1.456	17,181	1.534	18,101	1.610	18,998
9	1.387	16,367	1.437	16,957	1.504	17,747	1.587	18,727	1.668	19,682
10	1.430	16,874	1.482	17,488	1.522	17,960	1.640	19,352	1.726	20,367
11	1.473	17,381	1.527	18,019	1.600	18,880	1.693	19,977	1.784	21,051
12	1.516	17,889	1.572	18,550	1.648	19,446	1.746	20,603	1.842	21,736
13					1.696	20,013	1.799	21,228	1.900	22,420
14							1.852	21,854	1.958	23,104
15									2.016	23,789

APP. B

NORTHLAND PINES EDUCATION ASSOCIATION FINAL OFFERS FOR A 1981-82 and 1982-83
CONTRACT, CASE XXII NO. 28965 MED/ARB-1472.

MAR 15 1982

ISSUE NO. I - A two-year agreement

WISCONSIN EMPLOYMENT
COMMISSION

The following language changes are needed for a two-year agreement.

PREAMBLE - Change to read:

It is hereby resolved that the following negotiated agreement shall govern the relationship between the School Board of the Northland Pines School District and Northland Pines Education Association during the school years 1981-1982 and 1982-1983, except reopeners for the calendar for 1982-1983 school year.

SECTION XI - Policies Relating to Salaries

Change line 186 from "1979-1980 & 1980-1981" to "1981-1982 & 1982-1983"

SECTION XVI - Advancement on Salary Schedule

Change line 423 from "1979-1980 & 1980-1981" to "1981-1982 & 1982-1983"

SECTION XXI - Duration

Change line 528 from "July 1, 1979" to "July 1, 1981," and change line 529 from "June 30, 1982" to "June 30, 1983"

APPENDIX A

Change line 532 from "1979-1980" to "1981-1982"

APPENDIX A-2

Change line 535 from "1980-1981" to "1982-1983"

APPENDIX C

Change line 541 from "1979-1980" to "1981-1982"

ISSUE II - Mileage

Make the following changes for the mileage proposal.

SECTION XI - Policies Relating to Salaries

Line 234 - After "20¢ per mile" add "and 22¢ per mile for the 1982-83 year."

APPENDIX B

Paragraph (B) After "20¢ per mile" add "and 22¢ per mile for the 1982-83 year."

APPENDIX A-2
1982-83 SALARY SCHEDULE

STEP	INDEX	<u>BA</u>	INDEX	<u>BA+15</u>	INDEX	<u>BA+30</u>	INDEX	<u>MA</u>	INDEX	<u>MA+15</u>
		SALARY		SALARY		SALARY		SALARY		SALARY
0	1.000	13,000	1.032	13,416	1.072	13,936	1.110	14,430	1.146	14,898
1	1.043	13,559	1.077	14,001	1.120	14,560	1.163	15,119	1.204	15,652
2	1.086	14,118	1.122	14,586	1.168	15,184	1.216	15,808	1.262	16,406
3	1.129	14,677	1.167	15,171	1.216	15,808	1.269	16,497	1.320	17,160
4	1.172	15,236	1.212	15,756	1.264	16,432	1.322	17,186	1.378	17,914
5	1.215	15,795	1.257	16,341	1.312	17,056	1.375	17,875	1.436	18,668
6	1.258	16,354	1.302	16,926	1.360	17,680	1.428	18,564	1.494	19,422
7	1.301	16,913	1.347	17,511	1.408	18,304	1.481	19,253	1.552	20,176
8	1.344	17,472	1.392	18,096	1.456	18,928	1.534	19,942	1.610	20,930
9	1.387	18,031	1.437	18,681	1.504	19,552	1.587	20,631	1.668	21,684
10	1.430	18,590	1.482	19,266	1.552	20,176	1.640	21,320	1.726	22,438
11	1.473	19,149	1.527	19,851	1.600	20,800	1.693	22,009	1.784	23,192
12	1.516	19,708	1.572	20,436	1.648	21,424	1.746	22,698	1.842	23,946
13					1.696	22,048	1.799	23,387	1.900	24,700
14							1.852	24,076	1.958	25,454
15									2.016	26,208

An additional payment of 5% of the above salaries shall be paid directly into the State Teachers Retirement System for the teacher's portion of the required retirement payments.

APPENDIX A
1981-82 SALARY SCHEDULE

STEP	INDEX	<u>BA</u>	INDEX	<u>BA+15</u>	INDEX	<u>BA+30</u>	INDEX	<u>MA</u>	INDEX	<u>MA+15</u>
		SALARY		SALARY		SALARY		SALARY		SALARY
0	1.000	12,000	1.032	12,384 12,384	1.072	12,864	1.110	13,320	1.146	13,752
1	1.043	12,516	1.077	12,924	1.120	13,440	1.163	13,956	1.204	14,448
2	1.086	13,032	1.122	13,464	1.168	14,016	1.216	14,592	1.262	15,144
3	1.129	13,548	1.167	14,004	1.216	14,592	1.269	15,228	1.320	15,840
4	1.172	15,109	1.212	14,544	1.264	15,168	1.322	15,864	1.378	16,536
5	1.215	14,580	1.257	15,084	1.312	15,744	1.375	16,500	1.436	17,232
6	1.258	15,096	1.302	15,624	1.360	16,320	1.428	17,136	1.494	17,928
7	1.301	15,612	1.347	16,164	1.408	16,896	1.481	17,772	1.552	18,624
8	1.344	16,128	1.392	16,704	1.456	17,472	1.534	18,408	1.610	19,320
9	1.387	16,644	1.437	17,244	1.504	18,048	1.587	19,044	1.668	20,016
10	1.430	17,160	1.482	17,784	1.552	18,624	1.640	19,680	1.726	20,712
11	1.473	17,676	1.527	18,324	1.600	19,200	1.693	20,316	1.784	21,408
12	1.516	18,192	1.572	18,864	1.648	19,776	1.746	20,952	1.842	22,104
13					1.696	20,352	1.799	21,588	1.900	22,800
14							1.852	22,224	1.958	23,496
15									2.016	24,192

An additional payment of 5% of the above salaries shall be paid directly into the State Teachers Retirement System for the teacher's portion of the required retirement payments.

ISSUE III - Insurance Payment

Make the following changes for the insurance proposal.

SECTION XII - Insurance

Line 247 change to read "not to exceed \$186.38 per month for 1981-82 school year and not to exceed the amount per month determined by the sum of the family premium for health and dental insurance for the 1982-83 school year."

ISSUE IV - Salary

Make the following changes for the salary proposal.

APPENDIX A and A-2 - change as attached.

SUMMARY OF NORTHLAND PINES NEGOTIATIONS

Preamble - No agreement on term of agreement.

Section I - As in previous agreement

Section II - As in previous agreement

Section III - As in previous agreement

Section IV - As in previous agreement

Section V - As in previous agreement

Section VI - As in previous agreement

Section VII - Non-Renewal and Lay-Off

A. (Non-Renewal) - As in previous agreement

B. (Lay-Off) - No agreement

Section VIII - Faculty Substitutions

Tentatively agreed to achange line 58 to \$7.00 and add "if such substitution results in lost regular prep time" after the word "aide" on line 59.

Section IX - As in previous agreement

Section X - Teacher Leave

A. Tentatively agreed to add, after line 98, "No moonlighting will be allowed under this provision. Such action could result in the loss of a day's pay and a letter of reprimand in the teacher's file.

B. & C. - As in previous agreement.

D. Change \$40 on line 136 to \$47 - \$40 on line 137 to \$60 - add after the word "appropriate" on line 145 "in the event that the leave does not necessitate an overnight stay, as determined in advance of the leave by the administrator, the payment for such leave shall be \$10.00 for the day, rather than the \$47.00 as specified above."

E. Delete lines 147 through 174 and change the title from "Sabbatical Leave" to "Training Account". Word as follows:

A teacher shall be reimbursed \$50.00 per credit for courses taken within their field of work or approved in advance by the administrator. Credit reimbursement shall be limited to a maximum payment of \$300.00 per teacher in any single fiscal year (July 1 through June 30), and all reimbursements for credits must be requested and accompanied by proof of course completion (transcript or other acceptable form) within the fiscal year of the course work and/or attendance. This is non-accumulative.

Any teacher who resigns from a teaching position shall pay the sum of \$200 as liquidated damages to the School Board.

This penalty shall not apply to any teacher whose resignation is effective at the beginning of either the first or the second semester, and who provides the board with at least 60 days written notice prior to

the effective date of resignation. This penalty shall not apply if there is a teacher on recall status, qualified & certified for the position from which the teacher resigns, ~~and~~ who accepts the position from which the teacher resigns.

3/4/82
EO
Jeo

inserted into beginning

Present administrative personnel who assume teaching positions @ the beginning of the school year in 1942 or 1943, shall be given the date of their first employment with the district as their date of seniority; provided, however, no present bargaining unit member, or recall, appropriately certified for the position, requests the position after notification as provided for herein; & provided, further, no bargaining unit member is displaced to create the teaching position the former administrative person is to assume

3/14/80

ED

JCO

Insert into Vol 117

Notwithstanding the above, the Board shall have the right to deviate from the above criteria once each year for good + sufficient cause if adherence would jeopardize the continuation of a program involving students which the Bd. wishes to retain, or its having a qualified employee for such a program; & the right once each year, regardless of cause, provided the deviation shall not be arbitrary or capricious

3/4/82
G. J. Jones

In the event the Board determines to reduce the number of employee positions (full layoff) or the number of hours in any position for the forthcoming school year, the provisions set forth in this article shall apply:

Selection - Selection of employees to be laid off shall be made according to the following guidelines:

1. Normal attrition
2. Volunteers
3. Least senior person in the certification category ~~affected~~ within the following categories:
 - a. K-5
 - b. 6-8
 - c. 9-12

Seniority - For the purpose of this article, the commencement of an employee's service in the district shall be the first day of employment under his/her initial contract and, when~~ed~~ two or more employees began employment on the same day, the respective dates upon which the Board offered such employees employment shall be used to establish the length of service; provided that these still remain a tie the district administration shall determine which employee is laid off on basis of performance.

An employees service in the district shall not include any period of time in which the employee has worked for the district in a non-bargaining unit administrative or managerial capacity, except for those currently teaching in the bargaining unit as of March 1, 1982, and who were former administrators in the district. (add)

The district shall provide the Union president a seniority list annually on or about October 1.

Recall - When a teaching position becomes available, the Board shall recall laid off teachers in the reverse order of layoff to any position for which they are certified.

Any teacher who is recalled under this article shall retain all recall rights, benefits and seniority that may have occurred prior to the time of layoff.

Any teacher who is reduced to or recalled to, a part-time status shall accrue seniority at the normal full-time rate for the period worked on part-time status.

A teacher shall not lose his/her recall rights if they secure other employment during the recall period.

Recall rights will terminate two years following the effective date of layoff.

EP GB
3/4/82

Appendix A & A-2 - No agreement on new salary schedule.

Appendix B - As in previous agreement (actual appendix page to be changed)

Appendix C - As in previous agreement, with date changed for calendar to reflect 81-82 school year.

Line 544 - Change to reflect a new agreement.

Appendix "B" - Change Head Hockey to "12.0%" add "Spelling Bee Director"

- (A) As in previous agreement
- (B) no agreement on mileage
- (C) As in previous agreement
- (D) As in previous agreement

Add

- (E) The term "head coach" shall apply only to interscholastic sports or activities. Middle school coaches/supervisors shall all receive the same salary for the same job. The person designated as "organizational supervisor" for the middle school sports shall receive an additional \$50.00 for the organizational duties. Middle school activities presently listed at 7.1% and 7.0% shall go to 5% for all coaches. Those listed at 6.5% will go to 4.5%. The affected activities in the middle school would be: Volleyball, Boys' and Girls' Basketball, Flag Football, and Wrestling. This provision will be instituted upon the signing of the master agreement so no teacher will be required to repay funds already collected.

F. As in previous agreement

Add

G. Jury Duty (tentatively agreed to)

A teacher called to appear before legal proceedings in the capacity of a jurist or in relation to his/her job performance (i.e. testify in a child abuse case) shall not lose compensation for the discharge of such civic duty, neither shall he/she gain in compensation for such duty. In the case where the teacher is paid for the performance of such duty by some person or organization, other than the school district, such payment shall be signed over immediately upon receipt to the school district in lieu of having any deduction(s) made from the teacher's normal and regular paycheck.

Section XI - Policies Relating to Salaries

A. No agreement on length of contract

~~B. C. & D. - As in previous agreement.~~

E. Change the amounts on lines 203, 204, 205 and 206 respectively from \$10 to \$12, from \$20 to \$22 and from \$30 to \$32.

F. No agreement on mileage

Section XII - Insurance

A. No agreement on amount of Board's contribution. Other language as in previous agreement.

B. As in previous agreement

Section XIII - As in previous agreement

Section XIV - As in previous agreement

Section XV - As in previous agreement

Section XVI - Advancement on Salary Schedule

No agreement on length of contract.

Section XVII - As in previous agreement

Section XVIII - As in previous agreement

Section XIX - As in previous agreement

Section XX - As in previous agreement

Section XXI - Duration

A. As in previous agreement

B. No agreement on length of contract