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STATE OF WISCONSIN

MAY 21 1984

Before the Mediator/Arbitrator

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of	*	Case X
	*	No. 32233 MED/ARB-2451
BANGOR EDUCATION ASSOCIATION	*	Decision No. 21121-A
	*	
To Initiate Mediation-Arbitration	*	Sherwood Malamud
Between Said Petitioner and the	*	Mediator/Arbitrator
	*	
SCHOOL DISTRICT OF BANGOR	*	

Appearances:

Gerald Roethel, Executive Director, Coulee Region United Educators, appearing on behalf of the Bangor Education Association, 4329 Mormon Coulee Rd., P.O. Box 684, La Crosse, WI 54601.

Bosshard, Sundet and Associates, Attorneys at Law by John Bosshard, P.O. Box 966, La Crosse, WI 54601-0091, appearing on behalf of the Municipal Employer.

JURISDICTION OF MEDIATOR/ARBITRATOR

On November 9, 1983, the Wisconsin Employment Relations Commission appointed Sherwood Malamud as Mediator/Arbitrator to attempt to mediate issues in dispute between the Bangor Education Association and the School District of Bangor, and if mediation should prove unsuccessful, said appointment empowered the Mediator/Arbitrator to issue a final and binding award, pursuant to Section Sec. 111.70 (4) (cm) 6.c. of the Municipal Employment Relations Act. Upon his appointment, the Mediator/Arbitrator received a petition from in excess of 5 citizens who reside within the School District of Bangor requesting that a public hearing be held for the purpose of providing an opportunity to both parties to explain their positions and to offer the members of the public an opportunity to offer their comments to the Mediator/Arbitrator. The representatives of the Bangor School District, hereinafter the District, and the Bangor Education Association, hereinafter the Association, could not agree on the date and manner in which the public hearing and mediation should be conducted in the matter. The Mediator/Arbitrator set the public hearing for December 12, 1983 in two sessions, one commencing at 2:00 p.m. and the other commencing at 5:00 p.m. in order to provide an opportunity for full participation in the public hearing by residents of the school district for them to appear and offer their comments to the Mediator/Arbitrator. On December 12, 1983 approximately 120 individuals appeared at either or both sessions of the public hearing. Approximately 30 individuals made presentations and expressed their views concerning the matters in dispute between the parties after the representatives of the Bangor Education Association and the School District of Bangor had an opportunity to present and explain their positions to the Mediator/Arbitrator and the assembled public. At the conclusion of the public hearing in this matter, on December 12, 1983, the Mediator/Arbitrator attempted to mediate the issues in dispute. Said mediation continued into December 13, 1983, at which time the Mediator/Arbitrator orally advised the parties of his belief that a voluntary settlement of the matters in dispute could not be achieved, and that it was his intent to arbitrate the issues in dispute. Subsequently, the Mediator/Arbitrator served a Notice of Intent to Arbitrate upon the representatives of the District

and the Association as well as upon the Chairman of the Wisconsin Employment Relations Commission. The arbitration hearing in this matter was conducted on January 23, 1984, at which time the parties presented written documentary evidence and sworn testimony. No transcriptual record of this proceeding was made. Both the District and the Association submitted briefs, and the Association submitted a reply brief. The District chose not to submit a reply brief. The record in this matter was closed on March 7, 1984. Based upon a review of the evidence and arguments submitted, and upon the application of the criteria set forth in Section 111.70 (4) (cm), Wis. Stats., to the issues in dispute, herein, the Mediator/Arbitrator renders the following Arbitration Award.

SUMMARY OF ISSUES:

This dispute concerns the collective bargaining agreement for the 1983-1984 school year for all contracted and certified teachers of the School District of Bangor, librarians, guidance counselors, and nurses, but excluding all other personnel employed by the District. The issues in dispute are:

1. The salary schedule to be included in the 1983-1984 agreement.
2. The Association's proposal to increase longevity for those teachers at the top of the salary schedule.
3. The Association proposal to expand the application of the layoff provision of the 1982-1983 agreement to part-time employees and to provide greater access to the grievance procedure in matters concerning layoff.
4. The proposal of the District to delete extra payment for teachers who teach a sixth class period, and increase the teaching load of junior and senior high teachers and decrease the amount of preparatory time available to teachers of the District.

STATEMENT OF STATUTORY CRITERIA TO BE APPLIED IN RESOLVING THIS DISPUTE:

Section 111.70 (4) (cm) 7 provides that:

In making any decision under the arbitration procedures authorized by this subsection, the mediator-arbitrator shall give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.

- e. The average consumer prices for goods and services, commonly known as the cost-of-living.
- f. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment.

ORGANIZATION OF ARBITRATION AWARD:

The Mediator/Arbitrator has appended hereto the complete final offer of the Association, Appendix A, and the complete final offer of the District, Appendix B. In the discussion which follows, the Mediator/Arbitrator discusses each of the four matters in dispute, separately. First, a synopsis of the proposal of a party is provided and then the arguments in support of that proposal put forth by the party is summarized. The proposal of the other party or its arguments opposing any change in the status quo are summarized and set forth in the discussion. The Mediator/Arbitrator then provides his analysis of the facts and arguments, and he applies the statutory criteria to the particular issue in order to arrive at a preference for either the offer of the Association or the District on each of the matters in dispute. In this case, after the issues concerning salary schedule, longevity and instructional load are analyzed in the format set forth above, the Mediator/Arbitrator discusses the totality of the financial offers of the District and the Association using not only these matters in dispute but also the economic elements of the party's offer which comprise part of the stipulation of the parties, in this matter. The Mediator/Arbitrator then considers the proposal of the Association concerning layoffs. The preferences of the Mediator/Arbitrator are then summarized, and the basis for selecting the final offer of either the Association or the District for inclusion in the 1983-1984 collective bargaining agreement is examined.

I. SALARY SCHEDULE

The Association proposes that the following salary schedule be incorporated in the 1983-1984 agreement.

SYNOPSIS OF ASSOCIATION SALARY PROPOSAL:

BEA PROPOSAL - 10/17/83

STEP	BA	BA+8	BA+15	BA+23	MA	MA+12
1	13,120	13,320	13,520	13,720	14,045	14,245
2	13,565	13,775	13,975	14,175	14,510	14,710
3	14,010	14,230	14,430	14,630	14,975	15,175
4	14,455	14,685	14,885	15,085	15,440	15,640
5	14,900	15,140	15,340	15,540	15,905	16,105
6	15,345	15,595	15,795	15,995	16,370	16,570
7	15,790	16,050	16,250	16,450	16,835	17,035
8	16,235	16,505	16,705	16,905	17,300	17,500
9	16,680	16,960	17,160	17,360	17,765	17,965
10	17,125	17,415	17,615	17,815	18,230	18,430
11	17,570	17,870	18,070	18,270	18,695	18,895
12	18,015	18,325	18,525	18,725	19,160	19,360
13	18,460	18,780	18,980	19,180	19,625	19,825
14		19,235	19,435	19,635	20,090	20,290
15			19,890	20,090	20,555	20,755
16					21,020	21,220
	(445)	(455)	(455)	(455)	(465)	(465)

This salary schedule incorporates a \$10.00 increase in each of the increments and a \$76.00 increase between the BA and MA lanes. This salary schedule generates an increase of \$42,210.00 for the 38.53 full-time equivalent teachers who are on staff during the 1982-1983 school year and whose salary is projected forward to the 1983-1984 school year, under this costing procedure. This represents an increase of 6.52% for salary and the roll-ups generated by such a salary increase.

ASSOCIATION ARGUMENTS IN SUPPORT OF ITS SALARY PROPOSAL:

The thrust of the Association position is that the agreed upon comparable schools who along with Bangor comprise the Scenic Bluffs Athletic Conference have all, with the exception of Bangor, voluntarily settled their collective bargaining agreements for the 1983-1984 school year. Bangor is the only school in the conference which has not settled to date. In its argument in support of the salary schedule which it proposes, the Association suggests 7 benchmarks in the salary schedule which serve as a basis for comparison to the 7 other Scenic Bluffs Conference Schools which are settled for 1983-1984. The Association notes the actual dollar increase generated at each of the benchmarks in the 7 other conference schools. The Association argues that its proposal is always less than the average increase at each of the benchmarks in the 7 comparable districts. The Association indicates that under its proposal the District's teachers either maintain their ranking among all conference schools or their decline in ranking is far less precipitous than the decline brought about by the Board's offered salary schedule.

With regard to the Association's proposal to increase the distance between the BA and MA lanes under their salary schedule proposal, the Association points out that 4 of the 7 comparable schools increased the BA-MA differential in their 1983-1984 agreements. Of the 4 schools which provided an increase in this differential, the average is \$20.00 higher than the Association

Offer. The average of the 4 of 7 schools which provides an increase in the differential is \$96.00; the Association has proposed a \$76.00 increase in the BA base to MA base lane differential. The Association notes as well that the salary schedule which it proposes is internally more consistent than the one proposed by the District. For example, under the 1982-1983 schedule, the salary index numbers proceeded from 1.0 in the BA base to 1.623 at the schedule maximum. Under the Association's proposal, those index figures go from 1.0 to 1.617. Under the District's proposal, the index ratios proceed from 1.0 to 1.601. The Association concludes that any comparison of the benchmarks of the salary schedule at the BA, BA +7 BA maximum, MA, MA +10 MA maximum and schedule maximum with the benchmarks of the 7 settled districts in the Scenic Bluffs Conference clearly establishes that the Association's proposed schedule is the one most comparable to the salary schedules ratified and included in the agreements of the 7 settled districts of the Scenic Bluffs Conference.

The Association argues that its position on the salary schedule is preferable to that of the District when the statutory factors are considered. With regard to factor no. 7c, the interests and welfare of the public, etc., the Association argues that the information provided by the District at the hearing does not justify the Mediator/Arbitrator's selection of the District's proposal over that of the Association. In this regard, the Association notes that there is money in the budget to support the \$24,450.00 difference between the District and Association proposals. The Association notes that the District has underspent many of the budget accounts for 1983-1984 and that state aids were underestimated by approximately \$15,000.00. If the Association salary schedule were chosen by the Arbitrator, the District would not need to impose any program cuts in order to implement the Association offer. Furthermore, the Association points to the fact that the District has achieved cost savings as a result of staff turnover. G. Johnson, who was at the MA step 9.5 earned \$18,525.00 in 1982-1983 and he was replaced with Hanley, who was paid at the BA step 1 level, \$13,120.00 or a net savings of \$5,405.00 plus rollups. Andler, who was at the BA step 2, left the District and was not replaced. That position was eliminated as a result of the District's combination of 2 classes for the 1983-1984 school year at a net savings of \$14,010.00 plus rollups. The Association argues that if the total savings achieved by the District through staff turnover of \$24,926.00 were subtracted from the Association package offer, it would reduce that package to an increase in spending of \$34,666.00 or but 3.99% over the amount spent on salaries in 1982-1983. The Association argues, as well, that the District will not have a deficit after June 30, 1984. The deferred taxes, which amount to \$423,756.00 and the \$125,000.00 which the District has budgeted to reduce its debt, are sufficient to eliminate the District's debt. Originally, the District planned to retire its debt under a 4 year program. However, it is retiring that debt in half the time, 2 years.

The Association concedes that for 1982-1983 and 1983-1984 school years the mill rate of the Bangor School District is the highest of the Scenic Bluffs Conference Schools. However, during the 1980-1981 and 1981-1982 school years Bangor's mill rate was the lowest of the conference schools. The Association asserts that it is bad financial planning during the 1979 through 1982 school years which placed the District in its financial predicament. If the District were not paying off the debt that accumulated during the early 1980's, its mill rate would be fifth among the 8 Scenic Bluffs Conference Schools. The Association argues as well, that the economic base of Bangor is not unique. The economic base of the Bangor District is no different from that of any of the other school districts in the Scenic Bluffs Athletic Conference. Many of the citizens of these other districts are dairy farmers. In voluntary settlements these other districts have settled at a level comparable to the Association's rather than the District's offer.

With regard to factor 7e, cost-of-living, the Association cites the decisions of several arbitrators in support of the proposition that the impact of inflation upon employes and employers is most accurately reflected by the level of contract settlements reached during the period in consideration. Arbitrator Robert Mueller in North Central VTAE, (Decision No. k8070-A) 1/81 and Arbitrator Joseph B. Kerkman in Merrill School District, (Decision No. 17955-A), Arbitrator R. U. Miller, Marshfield Schools, (Decision No. 18111-A) 5/81 have all expressed that view in these cited decisions. Furthermore, the Association notes that from the period of 1979-1980 through 1983-1984, even under the Association proposal, the members of the Association will be unable to catch up to the level of salaries lost to inflation during this period. Furthermore, the Association notes that cost-of-living is not included in the agreement between the parties and should not be considered a factor in this matter.

With regard to factor 7h, the catch-all of other factors normally taken into consideration in such matters, the Association notes in its original brief and argues quite extensively in its reply brief against the Arbitrator's receipt of hearsay evidence with regard to the increased tax burden suffered by dairy farmers in the district. The Association further notes that although testimony was elicited concerning the tax of a dollar per hundred weight on milk, no testimony was presented at the hearing concerning the actual level of the income of the farmers subjected to this additional federal tax. The Association notes again that the dairy farmers in the other 7 districts comprising the Scenic Bluffs Athletic Conference are also subject to the same taxes and the same economic and market factors as the dairy farmers in the Bangor School District. The Association concludes its argument on the salary schedule issue by asserting that its offer is more comparable than the District's to the settlements achieved at the 7 other Scenic Bluff Districts. The evidence submitted by the District on the economic condition of the District or of its citizens is disputed by the Association, and it does not outweigh the strong comparability argument it has presented to the Mediator/Arbitrator.

SYNOPSIS OF DISTRICT SALARY PROPOSAL

The District proposes that the following salary schedule be incorporated in the 1983-1984 agreement.

BANGOR BOARD OF EDUCATION 1983-84 SALARY SCHEDULE 1/17/83
PROPOSAL

<u>STEP</u>	<u>B.A.</u>	<u>B.A. +8*</u>	<u>B.A. +15**</u>	<u>B.A. +23***</u>	<u>M.A.</u>	<u>M.A. +12</u>
1	12,950	13,115	13,302	13,488	13,779	13,903
2	13,385	13,560	13,747	13,933	14,234	14,358
3	13,820	14,005	14,192	14,378	14,689	14,813
4	14,255	14,450	14,637	14,823	15,144	15,268
5	14,690	14,895	15,082	15,268	15,599	15,723
6	15,125	15,340	15,527	15,713	16,054	16,178
7	15,560	15,785	15,972	16,158	16,509	16,633
8	15,995	16,230	16,417	16,603	16,964	17,088
9	16,430	16,675	16,862	17,048	17,419	17,543
10	16,865	17,120	17,307	17,493	17,874	17,998
11	17,300	17,565	17,752	17,938	18,329	18,453
12	17,735	18,010	18,197	18,383	18,784	18,908
13	18,170	18,455	18,642	18,828	19,239	19,363
14		18,900	19,087	19,273	19,694	19,818
15			19,532	19,718	20,149	20,273
16					20,604	20,728

Additionally: \$200. longevity for those at the top steps

District paid Teachers Retirement

*May be either Board or graduate credits

**Must include minimum of 5 graduate credits

***Must include minimum of 8 graduate credits

The District's proposal includes the following changes to the lane and increment structure. The difference between the BA and BA +8 lanes is reduced in the District's proposed schedule from \$175 to \$165 and the difference between the BA +23 and MA lanes are reduced from \$301 to \$291.

ARGUMENT OF THE DISTRICT IN SUPPORT OF ITS SALARY SCHEDULE PROPOSAL:

The District argues that its salary offer approximates 5%. Given the level of debt of the school district and the steps taken by the District in the recent past to reduce that debt through the retirement of \$120,000.00 of that debt for the 1983-1984 school year, the District's offer is fair and reasonable. The District notes that its failure to pay the short-term debt could jeopardize its receipt of state aids. The District notes that the mill rate of the District's taxpayers is one of the highest in La Cross County. The tax problem is exacerbated during the 1983-1984 school year with the decrease in equalized value suffered by the District in the amount of 1.1%. The District argues that the high level of taxes as evidenced by the high mill rate together with the decrease in equalized value of property in the District distinguishes the Bangor School District from the comparable districts in the Scenic Bluffs Athletic Conference. This diminished economic base fully justifies and supports the 5% salary offer made by the District.

The District notes as well that the majority of its taxpayers are dairy farmers. The District points to the testimony of Doris Kotek concerning the impact of the \$1.00 per month per hundred-weight of milk sold on the District's dairy farmers. Large sums of tax dollars are leaving the District. In the Town of Burns, 48 dairy farmers will have at least \$325,325.00 deducted from their income during a 12 month period. These same 48 dairy farmers are obligated to pay \$432,771.00 of the school-related taxes. Similarly, 38 dairy farmers in the Town of Bangor will suffer a loss of \$194,623.00 during the same period. The same farmers pay \$308,000.00 of the District's school taxes. In the same vein, 16 dairy farmers in the Town of Washington will pay \$92,306.00 in its dairy tax, and their share of the District's school taxes is \$88,401.00. The District concludes therefore, that its proposal on the salary schedule is fair and equitable under the economic circumstances which exist in the District.

DISCUSSION:THE SALARY SCHEDULE ISSUE

Neither the District nor the Association dispute that the School Districts in the Scenic Bluffs Athletic Conference are to be used as the basis for comparison for the offers made by the Association and by the District. The Scenic Bluffs Athletic Conference Schools are Cashton, Elroy-Kendall-Wilton, Hillsboro, Necedah, New Lisbon, Norwalk-Ontario, Wonewoc and Bangor. The parties agree to the appropriate benchmarks in the salary schedule at which the various schedules are to be compared. With that said, the Arbitrator now turns to subject to closer scrutiny the salary proposals of the District and the Association.

The District does not dispute the fact that the Association's salary schedule is more comparable to the salary schedules negotiated by the 7 other districts of the Scenic Bluffs Athletic Conference. The District's position is premised on the notion that its large short-term debt, together with its high mill rate and declining equalized value of property located within the District all serve to distinguish the Bangor School District from its fellow conference schools. In order to balance the arguments of the Association and the District it is necessary to take a closer look to the extent to which the Association's proposal is more comparable to the salary schedules voluntarily agreed to by the seven other Scenic Bluffs Athletic Conference Schools and the extent to which the District's ability to fund a comparable salary schedule to those of its sister schools in the Athletic Conference is impaired by the size of the short-term debt vis-a-vis its already high mill rate and declining equalized property values.

The Arbitrator finds that the following chart reflects the salary levels paid by the comparable schools at the benchmarks. This Chart, No. 1, also indicates the conference average at each of the benchmarks as well as the positions of the District and the Association at the benchmarks.

Chart I

<u>School</u>	<u>BA</u>	<u>BA 7th</u>	<u>BA Max.</u>	<u>MA</u>	<u>MA 10th</u>	<u>MA Max.</u>	<u>Sch. Max.</u>
Cashton	12950	15410	18690	14310	18000	20050	20730
Elroy	13675	16135	17885	14425	18175	20935	21085
Hillsboro	13370	15830	18290	14270	17960	20420	20420
Necedah	13175	15785	19265	14375	18290	20465	20765
New Lisbon	13650	16020	19575	14490	18270	20790	21240
Norwalk	13400	16100	18800	15200	19250	20600	20600
Wonewoc	12905	15425	18785	14105	17885	19985	20465
Association Offer	13120	15790	18460	14045	18230	21020	21220
83-84 Conference Average	13317	15815	18755	14454	18261	20464	20758
District Offer	12950	15560	18170	13779	17874	20604	20728

The wage increases generated at each benchmark are summarized in Chart 2, below:

Chart 2

<u>School</u>	<u>BA</u>	<u>BA 7th</u>	<u>BA Max.</u>	<u>MA</u>	<u>MA 10th</u>	<u>MA Max.</u>	<u>Sch. Max.</u>
Cashton	785	785	865	845	935	985	1,045
Elroy	900	900	900	900	900	900	900
Hillsboro	730	790	850	1,030	1,120	1,180	1,180
Necedah	725	785	865	725	815	865	865
New Lisbon	900	900	900	900	900	900	900
Norwalk	650	800	950	850	1,075	1,150	1,150
Wonewoc	735	855	1,015	785	965	1,065	1,085
Average	766	831	906	862	959	1,006	1,018
Association	620	670	730	686	776	836	912
District	450	440	440	420	420	420	420

It is worth noting that the Association's proposed salary schedule is less than the average at six of the seven benchmarks. The dollar increases generated by the District's proposal is roughly 2/3 of that of the Average of the Conference Schools at each of the benchmarks. At the schedule maximum, the Association's level of salary exceeds the conference average and the District's is just \$30 short of the average. In terms of the raw numbers, with the exception of the schedule maximum, the Association's salary schedule proposal is far closer to the average both in terms of the level of salary at each of the benchmarks and the increases generated within the salary schedule at each of the benchmarks.

Comparability is but one factor in evaluating a salary schedule issue. The thrust of the District's argument is based upon factor 7c, the interest and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement. On this issue, the District points to its half-million dollar debt, the decrease in equalized value of 1.1% and the high mill rate which the taxpayers of the District must bear.

The Association disputes the economic inability of the District to meet the Association's salary offer. It argues that by June 30, 1984, there will be no debt remaining in the School District. The Association points to the District's plan to reduce its debt by \$125,000.00 during the 1983-84 school year; and, with the approximately \$430,000.00 to be collected in delayed taxes, the debt is eliminated. The Arbitrator finds the Association's argument lacking. One reason for the debt problem incurred by the District is its failure to anticipate the growth and the size of delayed taxes over the last 4 to 5 school years. In fact, the delayed taxes will increase or are projected to increase in 1983-84 over 1982-83 by approximately 20%. Furthermore, the rate of tax delinquency is increasing. Finally, the delayed taxes which are collected may only be spent once. Those taxes are used to pay the expenses of the District; to provide the District with operating capital until the delayed taxes are collected. However, once the District collects the delayed taxes and pays off the loans borrowed to provide funds until the delayed taxes are collected, the District still requires funds to operate until the first payment on the new fiscal year's taxes are collected in December and/or January. Nonetheless, it is clear that the District is attempting to eliminate the debt and may indeed succeed in paying it off, in the near future.

The Arbitrator rejects the Association's argument that as of June, 1984, there will be no debt. The question here is whether the District may meet the economic demands put upon it by the Association's proposed salary schedule and continue in its efforts to eliminate its short-term debt. Under the settlements achieved in 1981-82 and 1982-83 between the District and the Association, the ranking of the teacher's salaries at each of the benchmarks was either maintained or declined as a result of those settlements. Chart 3 below, which is the Association's summary of its Exhibits 33 through 39 illustrates this point.

Chart 3

<u>Year</u>	<u>BA</u>	<u>BA 7th</u>	<u>BA Max.</u>	<u>MA</u>	<u>MA 10th</u>	<u>MA Max.</u>	<u>Sch. Max.</u>
80-81	1	3	4	2	2	2	2
81-82	3	4	6	5	4	1	1
82-83	5	3	6	6	3	1	2
83-84							
Association	6	5	6	8	4	1	2
District	7	7	7	8	8	3	5

This chart demonstrates that over the past several years the increase in teachers salaries has equaled or was less than the increase in salaries of teachers at the benchmarks in comparable schools.

However, during a period when the District's teachers accepted voluntary settlements at the average or slightly below the average of settlements of comparable school districts, the district's taxpayers experienced during the past two years enormous increases in the mill rate. The Bangor District went from the lowest mill rate to the highest mill rate of the districts in the Scenic Bluffs Athletic Conference during the 1982-83 and 1983-84 school years.

Chart 4 - (Board Exhibit #10)

<u>School District</u>	<u>1983-84 Mill Rate</u>	<u>Equalized Valuation</u>
Bangor	13.7	\$ 85,824,885.
Brookwood	11.9	60,934,552.
Cashton	10.026	90,761,536.
Hillsboro	12.26	100,273,023.
Necedah	12.4058	98,479,068.
New Lisbon	11.91	89,732,734.
Royall	9.9	125,800,000.
Wonewoc	10.76	82,681,723.

As for the cost-of-living factor, this factor will be more fully discussed in the section of this Award which concerns the total package costs of the Association and of the District's offers.

To summarize then, the Arbitrator finds that the Association proposal to increase the salary schedule by 6½% is more comparable to the salary schedules adopted and incorporated in the voluntary agreements reached by the other districts of the Scenic Bluffs Athletic Conference, the stipulated comparable schools. The Arbitrator also finds that the District's ability to meet and pay the increases in salary of the comparable schools is impaired because of the size of the debt and the determination of the District to eliminate that debt as quickly as possible. The Arbitrator is satisfied that the elimination of the debt is not accomplished solely on the backs of the teachers, but that the taxpayers of the District have suffered a precipitous climb in the mill rate over the past two years, in great part, to pay off the short-term debt of the District. Therefore, the District's salary schedule increase of 4.36% is not unreasonable. In terms of the District's arguments concerning the tax burden suffered by dairy farmers in the District, there has been no evidence to distinguish the dairy farmers of the Bangor School District from those of the other surrounding districts which have reached voluntary settlements. The Scenic Bluffs Conference Schools have reached settlements in their bargaining. Those settlements are voluntary, and they were achieved over a period spanning April - December, 1983, during the same period that the negotiations for a successor agreement between the District and the Association were in progress. The Arbitrator finds the arguments of both the Association and the District persuasive on this issue. The Arbitrator finds that the salary schedule of either the Association or the District may be adopted in this case. The determining factor is the impact of the total financial package of the District and the Association on their respective offers.

LONGEVITY:

ASSOCIATION ARGUMENT IN SUPPORT OF ITS PROPOSAL TO INCREASE LONGEVITY:

The Association's final offer contains the following proposal on longevity:

Longevity - (\$200.00/year) x number of years without increment. The number of years counted will commence with the 1982-1983 school year.

A teacher who did not receive an increment because he/she was at the top step of a particular lane in the salary schedule by the 1982-1983 school year, would receive \$400.00 rather than the present \$200.00 as a longevity payment, under the Association's proposal.

The Association notes in its argument that 3 of the 7 Scenic Bluffs Conference Schools maintain some form of a longevity program. In the Cashton District, teachers at the step maximum of a lane who do not receive an increment, are paid \$230.00 per year for each year they are off the schedule. A cap of 9 payments or \$2,070.00 is the maximum longevity payment which a teacher may receive in Cashton. In Necedah, \$435.00 is paid every third year to a teacher off the schedule and a maximum of 6 such longevity payments may accumulate. Under this program, a teacher in Necedah may receive a maximum longevity payment of \$2,610.00. In Elroy-Kendall-Wilton, a teacher at the top step of a lane is paid \$250.00 times the number of years without an increment. The maximum number of longevity payments in Elroy-Kendall-Wilton is 2. A teacher in taht district may receive a maximum of \$500.00 in longevity payments.

The Association argues that its proposal for a \$400.00 longevity payment in the first year, which ten of the District's teachers would be eligible to receive, is lower than any of the longevity schedules described for the comparable school districts. The Association

disputes Board Exhibit #11 and asserts that three teachers will receive only \$200.00 in 1983-84 under the Association's proposal rather than the \$400.00 claimed by the District. In addition, the Association asserts that the District's claim that by 1989-1990, longevity will cost \$25,600.00 is conjectural, at best. Teacher turnover, the Association asserts, has been such that it is impossible to cost the impact of the Association's proposal in the future. In fact, the Association argues that during the 1984-85 school year longevity will increase by only .29% of the 1983-84 costs. The Association argues that in 1983-84 the cost impact of the Association's proposal as a percentage of its total package offer is .29%. The Association argues that is a small amount to pay to teachers who have committed themselves to a career of teaching in the Bangor School District.

DISTRICT ARGUMENT AGAINST INCREASING LONGEVITY:

The District proposes to retain the payment of \$200.00 to a teacher who reaches the top step of his/her lane at its present level. It opposes any increase to that benefit. The District argues that the cumulative effect of the Association's proposal would cost the District \$25,560.00 by 1989-1990 as opposed to \$4,420.00 by maintaining the present system of longevity. The District notes that when rollups in terms of the cost of social security and contributions to the state teachers retirement fund are added to this projected cost of the Association proposal, it could cost in excess of \$30,000.00 by 1989-90. The District argues, as well, that teachers who reach the top step of a lane may increase their salary by taking additional courses and progress across the lanes of the salary schedule. The District argues that should the Association's proposal be accepted, the incentive to obtain additional education in order for a teacher to enhance his/her salary would be undermined. The District notes that 4 of the 8 Scenic Bluffs Athletic Conference Schools do not have any longevity program.

DISCUSSION:

The Arbitrator finds that there is no basis in this record for granting the Association's demand on longevity. The majority of the Conference Schools do not have a longevity program, at this time. Furthermore, the Association's proposal rather than being the lowest longevity program of the schools that do have a longevity program in the Scenic Bluffs Athletic Conference, it is the highest of all the programs. Under the Association's proposal, which is uncapped, a teacher with 18 years of service at the top step of the salary schedule could receive \$3600.00, when under the Necedah longevity program, the most expensive of the Scenic Bluffs Conference Schools, the teacher with 18 years of experience above the top step of the lane, would receive \$2,610.00.

The Association's proposal to increase the longevity benefit is premised on the belief that the District's finances are in fine condition, and that the District can sustain an increase in longevity as well as a substantial increase in salary. In the discussion above, the Arbitrator concludes that the District's debt problem and its political decision to pay that debt off as quickly as possible by substantially increasing taxes over a short period of time indicates that the District's finances are not what they should or could be. Therefore, a proposal to increase the longevity

benefit at this time cannot be supported. The Arbitrator concludes therefore, on the basis of comparability, and the ability of the employer to pay this increased benefit in the near future, the District's proposal to maintain the status quo is the preferred position.

THE NATURE OF INSTRUCTIONAL LOAD TO BE CARRIED BY TEACHERS:

DISTRICT ARGUMENT IN SUPPORT OF ITS POSITION:

The District proposes that Article VII, Section A Instructional Load-1. (a) (b) in the 1982-83 agreement be modified as follows: (the language changed is crossed out and the new language is underlined.)

Article VII, A, Working Conditions

A. Instructional Load

1. A normal teaching load (junior and senior high) should consist of ~~five-(5)~~ six (6) classes and one (1) hour of supervision with ~~two-(2)~~ one (1) class hour of preparation.

a. Any additional load at the junior/senior high level, such as a) ~~sixth~~ seventh class involving instructional preparation as well as paper correcting or not having ~~two-(2)~~ a preparation hours hour each day will be compensated at a rate of \$7.50 per extra class hour per day.

b. At the elementary level, ~~two-and-one-third (2-1/3 equals-three-hours-and-30-minutes)-blocks-per-week will-be-allowed-for-each-teacher~~ teachers will have preparation time while their classes are attending art, music, phy. ed., and I.M.C. instruction,, or they will be compensated at the rate of Seven-Dollars and-Fifty-Cents \$7.50 per forty-five (45) minutes.

The District suggests two reasons in support of its proposal. First, it argues that the present language contained in Article VII requires the District to expend \$13,000.00 per year which it could save under its proposal. In light of the fiscal constraints described in the discussion concerning salary schedule, those fiscal constraints support the District's proposal to increase the teacher work day by one period per day. The District argues as well that by increasing the work day by one period, the District will have greater flexibility in assigning classes to teachers and in providing an expanded curriculum to students. Finally, the District argues that its proposal is supported by the comparables. The teacher work day at Bangor is presently 3 hours and 45 minutes per day. Students are supervised for 45 minutes per day. Teachers, therefore, are in contact with the students for 4 hours and 30 minutes on a daily basis. This student contact time is the lowest in the Conference. The range for other districts in the Scenic Bluffs Athletic Conference is 4 hours and 30 minutes in Bangor to 5 hours and 18 minutes per day at Wonewoc. The addition of another instructional period will raise the direct student contact time to 5 hours and 15 minutes per day. Since 4 of the 8 Conference Schools have teacher days with student contact time of 5 hours or more, the District's proposal will place Bangor in third position relative to the teacher/student contact time.

ASSOCIATION ARGUMENT AGAINST CHANGING PRESENT LANGUAGE ON INSTRUCTIONAL LOAD:

The Association argues that the District's proposal increases the teacher workload by 20% for junior and senior high teachers. The Association notes that 5 teachers who taught a sixth period class and were paid the \$7.50 or a total of \$1,350.00 per teacher for the extra class for the entire school year, would suffer an actual salary reduction of between 2.47 to 4.6% even after the District's salary proposal were implemented for the 1983-1984 school year. The Association notes, as well, that the 3 other Scenic Bluffs Athletic Conference Schools which operate an 8 period day, in addition to Bangor, namely, Elroy-Kendall-Wilton, New Lisbon, and Norwalk-Ontario, all provide two periods of preparation per day. New Lisbon implemented a six period teaching day, however the teachers at New Lisbon do not have any student supervision and do get two preparation periods per day. The Association concludes that the comparables do not support the District's proposal. The Association argues further that the District's proposal with regard to elementary school teachers is one which would provide the District with an opportunity to lay off art, music, phys. ed. and IMC instruction specialists and require the remaining elementary teachers to teach art, music, phys. ed. and IMC. In this manner the District would save approximately \$34,800.00. The Association argues that the District does not substantiate the need for such cost savings. The Association argues that teachers require preparation time. The District proposes to reduce that time in the case of junior and senior high school teachers and to totally eliminate it in the case of elementary school teachers.

DISCUSSION:

The Arbitrator sees nothing in the District's proposal concerning the elimination of specialty teachers in art, music, phys. ed. and IMC. There is little evidence in the record as to the impact which the District's proposal may have on elementary school teachers. It is clear, however, that the District's proposal, if fully implemented, could lead to a 20% increase in the teaching load of teachers in the junior and senior high schools. Other than the District Administrator's testimony that he would have greater flexibility scheduling classes and providing additional offerings to students, there is no evidence in the record that there is in fact a lack of flexibility under the current agreement or that the District, in fact, has been hampered in providing programs adequate to and for student needs.

The party seeking the change in a collective bargaining agreement bears the burden of demonstrating the need for that change.

Often, parties who seek a change in a collective bargaining agreement or in a benefit provided by the collective bargaining agreement offer either additional income or other benefits as a quid pro quo for obtaining the change sought. In this regard, the District has not demonstrated the need for the change, nor has it included in its offer any proposal in salary or benefits which would serve as a quid pro quo for the change sought in the agreement. On the contrary, the District's assertion that it would save \$13,000.00 has a negative impact on its monetary offer of 1½%. Under the Association's costing, the negative impact is 0.75%.

Based on the above discussion, the Arbitrator finds that the District has not sustained its burden of demonstrating the need for the change it seeks in the collective bargaining agreement. Therefore, the Arbitrator finds that the preservation of the language of the present agreement as proposed by the Association is the preferred proposal.

THE OVERALL COMPENSATION PROVIDED UNDER THE TOTAL FINANCIAL PACKAGES OFFERED BY THE ASSOCIATION AND BY THE DISTRICT:

The total financial offer of the District includes its proposal on the salary schedule, the maintenance of the longevity program at its present level under the 1982-1983 agreement; the elimination of pay to teachers for the sixth hour and the increase in the teacher work day from a 5 period to a 6 period day with student contact time increased from 6 to 7 periods inclusive of student supervision; together with traditional rollup factors of social security and pension contributions; as well as, the absorption of approximately 35% increase in the health, dental, disability and life insurance costs. The District's proposal would increase its costs by approximately 4½%.

On the other hand, the Association's proposal contains not only the increase in the health, dental, disability and life insurance costs of approximately 35%, but it also contains a 6½% increase in its proposed salary schedule as well as the increased cost of its longevity program. The Association's proposal increases the costs of salary and benefits to the District, including longevity, by approximately 8.0%.¹

In considering the total financial offers of the Association and the District, it is appropriate to consider the cost-of-living factor. The Association argues in its brief that the impact of the cost-of-living on employees and employers is best evidenced by the voluntary contract settlements achieved in comparable schools. In this regard, the Association cites Arbitrator Mueller in North Central VTAE, (18070-A) 1/81; Arbitrator Kerkman in two decisions in Merrill School District and in Port Washington, (18726-A) 2/82; and Arbitrator R. U. Miller, Marshfield, (18111-A) 5/81. Although this Arbitrator agrees with the treatment given to the cost-of-living factor by those Arbitrators cited by the Association, it is worth noting what the settlements and proposed offers accomplish relative to cost-of-living. For example, when inflation was approximately 13%, a settlement of 10% lost ground to inflation. In this case, the inflation rate for June, 1982 through June, 1983 was 1.9%. The District's proposal therefore, provides a substantial measure of catch-up as against the loss suffered by employees over the years when inflation was high. Of course, the Association's proposal contains even a larger element of catch-up against this inflation factor. The fact that the District's proposal is higher than the inflation rate and provides that measure of catch-up does provide some support for its proposal.

¹In its exhibits and briefs, the Association always costed its longevity proposal separately from all other economic matters. The Association maintains that the economic impact of its longevity proposal is \$4800 [see Association brief, p.15] in 1983-84. The \$4800 figure represents 0.6% of total compensation for 1983-84.

The voluntary settlements in the Scenic Bluffs Athletic Conference range from 7.13% in Cashton to 7.88% in Wonevok. Most of the settlements were in the area of 7.25%. In this regard, the Association's proposal is higher than any of the settlements in the comparable schools. However, the District's offer of 4½% is substantially less than the comparable settlements. In the discussion concerning the salary schedules, the Arbitrator notes that the District's finances warrant and justify a financial offer which is less than the voluntary settlements achieved in the comparable school districts. However, the factor which substantially reduces not only the cost of the District's proposal but also has the effect of materially increasing the work load of the teachers and causes a decrease in salary from the 1982-83 school year to the 1983-84 school year for at least 5 teachers is the District's proposal on instructional load. Were the District's proposal limited to its salary schedule offer without its proposal on instructional load, the Arbitrator would have selected the District's total financial package over the Association's proposal on salary schedule together with longevity. However, the Arbitrator is not permitted that choice. The District chose to submit an offer which not only contains a proposal on salary, which standing on its own, was found to be equally acceptable as the salary schedule proposal of the Association, but it includes within its proposal one on instructional load which has a negative impact on the acceptability of the total financial package offered by the District, by reducing it by approximately 0.75%. The Arbitrator finds that in balance, the total financial package of the Association is preferable to the total financial package of the District.

LAYOFF:

The Association proposes to change Article V, Section F, Layoff Procedures in the following manner: (the language proposed to be eliminated will be crossed out and the new language underlined.)

ARTICLE V

Section F. LAYOFF PROCEDURES

When it becomes necessary to reduce the number of staff members, or to reduce the number of hours in any position (sixth class excluded)...

Section 3. The total accumulation of points under Section 2 of this provision will now be applied to those teachers who have the certification for the position to be eliminated affected.

Section 5. ~~Any layoff, recall or failure to recall pursuant to this article shall not be subject to the grievance procedure, except that an allegation that the Administrator or the Board acted in bad faith in utilizing and/or applying the procedure in this article is grievable.~~

ASSOCIATION ARGUMENT IN SUPPORT OF ITS LAYOFF PROPOSAL:

The Association argues that its proposed changes to the layoff provision constitute clarifications of the language. The Association argues that the layoff provision should be used when a teacher is reduced from full-time to part-time or from full-time to a total layoff. The Association argues that as the clause has been interpreted, the District may reduce the hours of all its teachers or dismiss the teachers it does not like by simply reducing the percentage of their contract from full-time to a minimal percent of full-time, thus causing such a large reduction in salary as to require the teacher to leave the District. The Association disputes the claim made by Superintendent Winchell that chaos would result if the layoff clause were applied to situations involving the reduction of hours rather than a total layoff from the District. In its brief, the Association amplifies on the example testified to by Superintendent Winchell at the hearing, i.e., an example was proffered of a reduction of a music teacher from a full 100% teaching load to a 60% teaching load. Under the example, the teacher also had an English Degree. The Association describes what would occur as follows:

The position to be eliminated has been identified: Music. All individuals with music certifications are now placed in a "layoff pool". If the high school math teacher has a music certificate, he/she is included, just as is everyone with a music certificate. The District then determines if anyone within the pool has a certification "required in some other capacity by the District" (i.e., a high school math teacher). These individuals are then removed from the pool. The individual with the lowest points is then laid off or reduced. There is no bumping into another certification. The person with the lowest amount of points is then afforded recall rights under the layoff procedure. Recall to an available position (provided certification present or attainable) remains the teacher's right.

The second part to the Association's proposal on layoff as quoted above, concerns the elimination of the bad faith standard for filing a grievance in the case of a layoff. The Association argues that this is the only instance in the agreement where the right to file a grievance and test the decision of the District is limited.

ARGUMENT OF THE DISTRICT FOR THE RETENTION OF PRESENT LANGUAGE:

The District maintains that the present language be maintained. The District notes that the Association's claim that the language contained in the 1982-83 agreement should apply to a case involving reduction of hours was the subject of a grievance. That grievance was heard by an examiner of the Wisconsin Employment Relations Commission in the Bangor Education of Bangor Association, the School District of Bangor, (20831-A) 12/83, the examiner found that the layoff provision did not apply to reduction of hours. The District argues that the proposals made by the Association would severely erode management's authority and flexibility. The District notes that it is a small school district; it does not have multiple teachers teaching a particular area of the curriculum. The District

uses part-time teachers only to fill gaps. The District argues bumping would occur under the Association's proposal and it would exacerbate any layoff in the district. Under the Association's proposal, therefore, even a reduction in a teacher's contract of one hour per week could set in motion a devastating domino effect. The District opposes the change permitting the Association to grieve layoffs without the benefit of the bad faith standard, because the District fears that under the Association's proposal the Association could challenge the decision of the District to make the fundamental decision of whether a layoff is necessary. The question would shift from whether the District applied the layoff procedure properly to whether the layoff was necessary. The District concludes that the decision of whether a layoff is necessary should be left to the Board of the District.

DISCUSSION:

The Association here is proposing to change an existing provision of the collective bargaining agreement. It therefore bears a heavy burden of substantiating the need for the change. An incident which occurred in the District under the 1982-1983 agreement precipitated the Association's proposal in this matter. A part-time teacher in the District taught 60% of a full teaching load prior to the 1982-1983 school year. At one point in time in her career in the School District of Bangor, she taught full-time in the District. However, at her own request, she asked to let her contract be reduced to 60%. Although she taught 60% of a full load, she received full fringe benefits. For the 1982-1983 school year, the District reduced her teacher contract from 60% to 50%, but it also decided to prorate the fringe benefits which she received. Consequently, where she used to receive full fringe benefits, she received in the 1982-1983 school year 50% of the fringe benefits. The Association grieved and asserted that the layoff procedure should have been applied when the District reduced her hours from 60% to 50% of a full teaching load. In the decision cited by the District, Examiner Schiavoni determined that the layoff provision did not apply to the teacher's case. The Association has failed to demonstrate that a change in the language of the layoff clause is necessary. There is no evidence in this record that would demonstrate that in light of the change proposed by the Association, this teacher's case, which precipitated the Association's demand, would have come out any differently under the Association's proposal. Furthermore, the Association's claim that the District could reduce teachers' hours to one hour per week are exaggerated. There is no evidence in the record that the District contemplates such action or that the District has ever considered reducing the hours of full-time teachers. In this teacher's case, the District reduced by 1/10 the contract of a part-time teacher from 60% to 50% of a full-time load.

On the grievability issue, the Association has failed to meet its burden of demonstrating a need for the change. The present layoff clause establishes a point system to identify the teacher to be laid off. This layoff is simple to administer. Once the points are assigned to teachers for their teaching experience, for their evaluations in prior years, etc., there is little room for the exercise of discretion in identifying the person to be laid off. Under this provision, a bad faith test as a basis for filing a grievance appears reasonable. Both at the hearing and in argument, the District and the Association indicate that the layoff clause works. It also appears that there

is no evidence that the outcome of the WERC case would be any different under the language proposed by the Association. The well known aphorism applies to the Association's proposal; it is:

If it ain't broke, don't fix it.

The District's proposal to maintain the present language of the 1982-83 agreement is preferred.²

SELECTION OF THE FINAL OFFER FOR INCLUSION IN THE 1983-84 AGREEMENT:

The Arbitrator finds that the District's total financial offer because of its proposal on instructional load is not preferred, and those of the Association is preferred. On the other hand, the proposals of the Association on longevity and layoff are not preferred and those of the District, i.e., the maintenance of the status quo, are preferred. It is apparent therefore, that the selection of a final offer for inclusion in the 1983-1984 collective bargaining agreement between the parties requires that the Arbitrator select the offer which is the "lesser of two evils".

Although the Arbitrator concludes in the discussion above that the Association's longevity proposal is not justified at this time, the District's proposal on instructional load has a negative impact on its total economic package so as to make the Association's final offer the preferred proposal. Since three of the four issues in this case are economic, that is sufficient to tip the balance in this case in favor of the Association's proposal.

As for the negative aspects of the Association's proposal, namely its position on longevity and layoff, the parties may have already commenced negotiations on a successor to this agreement. The negative impact of the Association's longevity proposal may be limited by capping the number of payments which may be made under that proposal.

On the layoff issue, the Arbitrator notes in footnote 2, that the concerns of the District concerning the Association's intrusion into the need for a layoff is not borne out by the language of the agreement. The pertinent language on this point is unchanged from the 1982-83 agreement.

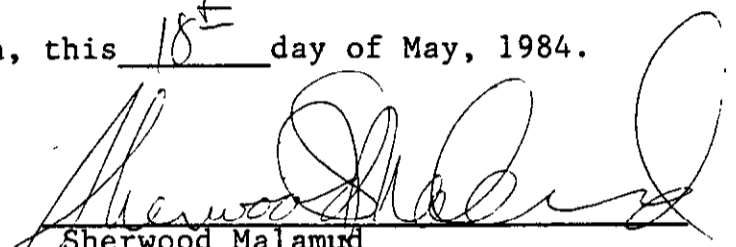
²In its brief, the District claims that should the Association's proposal on layoff and the grievability of layoffs specifically be granted, the Association would be in a position to challenge the decision of the District to implement the layoff. This Arbitrator can find nothing in the language of the present agreement or in the proposal of the Association which would lead to the conclusion pressed by the District. Furthermore, the District's interpretation of the Association's proposal would transform the language of that proposal into a permissive subject of bargaining. For, in City of Brookfield vs. WERC, 87 Wis. 2d 819, 275N.W.2d723 (1979), the Wisconsin Supreme Court established that the decision to layoff is a permissive subject of bargaining. The only language in the pertinent which would provide a basis for the District's argument is unchanged from the language which appears in the 1982-83 agreement. The phrase is, "when it becomes necessary to reduce the number of staff members...". The Association's proposal simply eliminates the bad faith test when and if it chooses to challenge the manner in which the layoff clause is applied in a specific layoff situation.

With regard to the applicability of the provision to part-time employes, the parties would do well to define seniority as between full and part-time employes, or set some priority as to whom the layoff provision should first be applied, part-time or full-time teachers.

AWARD

Based upon the statutory criteria contained in sec. 111.70 (4) (cm) 7a-h of MERA, the evidence and arguments of the parties, and for the reasons discussed above, the Arbitrator selects the Final Offer of the Association to be included in the successor agreement. Therefore, the Final Offer of the Association, Appendix A, together with the stipulation of agreed upon items shall be incorporated in the 1983-84 agreement.

Dated at Madison, Wisconsin, this 18th day of May, 1984.


Sherwood Malamud
Mediator/Arbitrator

APPENDIX A

RECEIVED

Name of Case: Bangor School District Case X No. 32233 MED/ARB-2451

OCT 19 1983

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

October 17, 1983
(Date)

John Ransom
(Representative)

On Behalf of: Bangor Education Association

W.H.

RECEIVED

OCT 19 1983

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1983-84 TEACHER DISTRIBUTION

STEP	BA	BA+8	BA+15	BA+23	MA	MA+12	TOTAL
1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	0.33	0.00	0.00	0.00	0.00	0.00	0.33
3	1.00	1.00	0.00	0.00	0.00	0.00	2.00
4	0.00	0.00	0.00	0.00	1.00	0.00	1.00
5	2.00	0.00	0.00	0.00	1.00	0.00	3.00
6	2.00	1.00	0.00	0.00	0.00	0.00	3.00
7	0.00	0.00	0.00	0.00	1.00	0.00	1.00
8	0.00	0.00	0.00	1.00	0.00	0.00	1.00
9	0.00	0.00	1.00	0.00	1.00	0.00	2.00
10	0.60	2.00	0.00	1.00	1.00	0.00	4.60
11	1.00	0.00	2.00	0.00	0.00	0.00	3.00
12	0.00	0.00	1.00	0.00	1.00	0.00	2.00
13	6.00	0.00	0.00	0.00	0.00	0.00	6.00
14	0.00	3.60	0.00	0.00	0.00	0.00	3.60
15	0.00	0.00	3.00	1.00	0.00	0.00	4.00
16	0.00	0.00	0.00	0.00	1.00	1.00	2.00
TOTAL	12.93	7.60	7.00	3.00	7.00	1.00	38.53

BEA PROPOSAL - 10/17/83

STEP	BA	BA+8	BA+15	BA+23	MA	MA+12		
1	13,120	13,320	13,520	13,720	14,045	14,245	Salary	\$ 684532.00
2	13,565	13,775	13,975	14,175	14,510	14,710	Ex Out	43305.00
3	14,010	14,230	14,430	14,630	14,975	15,175	Longev.	4820.00
4	14,455	14,685	14,885	15,085	15,440	15,640	Subtot	732657.00
5	14,900	15,140	15,340	15,540	15,905	16,105	Soc Sec	49088.00
6	15,345	15,595	15,795	15,995	16,370	16,570	Retire	84255.50
7	15,790	16,050	16,250	16,450	16,835	17,035	Health	53784.40
8	16,235	16,505	16,705	16,905	17,300	17,500	Dental	6606.49
9	16,680	16,960	17,160	17,360	17,765	17,965	Disab.	2717.80
10	17,125	17,415	17,615	17,815	18,230	18,430	Life	2006.20
11	17,570	17,870	18,070	18,270	18,695	18,895		\$ 93115.50
12	18,015	18,325	18,525	18,725	19,160	19,360		
13	18,460	18,780	18,980	19,180	19,625	19,825		
14	18,905	19,235	19,435	19,635	20,090	20,290		
15	19,350	19,685	19,890	20,090	20,555	20,755	Inc.	\$ 62921.20
16	19,795	20,135	20,340	20,540	21,020	21,220		7.25%
	(445)	(455)	(455)	(455)	(465)	(465)		

Handwritten signature or initials: *JK 9/7*

ARTICLE V (Pages 8 & 9)

F. LAYOFF PROCEDURES

When it becomes necessary to reduce the number of staff members, or to reduce the number of hours in any position, ^(sixth class excluded) the Board shall determine the teacher(s) to be laid off in accordance with the following procedures:

1. A point system for the purpose of determining order of layoff shall be established. The teacher(s) with the lowest points shall be laid off. In the event the point totals are equal, length of service in the District shall prevail.
2. Point System Criteria and Allocation
 - (a) Length of teaching based on years of service in the District:
1 point for each year.
 - (b) Academic Training: BS or BS = 1 point; BS+8 = 2 points; BS+15 = 3 points; BS+23 = 4 points; MA or MS = 5 points. ; MA or MS = 6 points
 - (c) Ability and performance as a teacher in the District as evaluated by Principal and Superintendent (evaluations for the year in which the layoff is being considered shall not be used) 0-4 points per year for the last four (4) years. Evaluation Points/Year - (4 year maximum), 0-poor; 1-fair; 2-average; 3-good; 4-excellent.
 - (d) Performance of extra duties listed on Appendix C -- 1-5 points for the last year only.
3. The total accumulation of points under Section 2 of this provision will now be applied to those teachers who have the certification for the position to be eliminated. All those teachers who have the appropriate certification will have removed from their number any teacher whose certification is required in some other capacity by the District. From the remaining teachers in the layoff pool, the teacher with the lowest accumulation of points will be laid off.
4. No member of the bargaining unit may be prevented from securing other employment during this period of layoff, providing said teacher(s) is certified or has the necessary qualifications for certification in the duties of the available position. Eligibility for reinstatement shall be for up to two (2) school years following such layoff. Such reinstatement shall not result in loss of credit for previous years of service. No appointment of new or substitute employees shall be made in those positions where teachers certified or possessing qualifications for certification are on layoff. Failure of a teacher on layoff to accept reinstatement within fifteen (15) days of their receipt of notification of reemployment shall constitute a waiver of further employment rights under this provision.
5. --Any layoff, recall or failure to recall pursuant to this article shall not be subject to the grievance procedure, except that an allegation that the Administrator or the Board acted in bad faith in utilizing and/or applying the procedure in this article is grievable.

R U Y.

~~Appendix B~~

Longevity - (#200/year) x
Number of years without increment
The number of years counted will
commence with the 1982-83
school year.

I a.k.

APPENDIX B

Name of Case Bangor School District Case X No. 32233 MED/ARB - 2451

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70 (4) (cm) 6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

October 17, 1983
Date



(Representative)

Arnold Hundt, Board President

On Behalf of : School District of Bangor, Board of Education.



RECEIVED

NOV 10 1983

S. MA'AMUD
ARBITRATOR

BANGOR BOARD OF EDUCATION 1983-84 SALARY SCHEDULE

10/17/83

PROPOSAL

<u>STEP</u>	<u>B. A.</u>	<u>B. A. + 8*</u>	<u>B.A. + 15**</u>	<u>B.A.+23***</u>	<u>M. A.</u>	<u>M. A.+12</u>
1	12,950	13,115	13,302	13,488	13,779	13,903
2	13,385	13,560	13,747	13,933	14,234	14,358
3	13,820	14,005	14,192	14,378	14,689	14,813
4	14,255	14,450	14,637	14,823	15,144	15,268
5	14,690	14,895	15,082	15,268	15,599	15,723
6	15,125	15,340	15,527	15,713	16,054	16,178
7	15,560	15,785	15,972	16,158	16,509	16,633
8	15,995	16,230	16,417	16,603	16,964	17,088
9	16,430	16,675	16,862	17,048	17,419	17,543
10	16,865	17,120	17,307	17,493	17,874	17,998
11	17,300	17,565	17,752	17,938	18,329	18,453
12	17,735	18,010	18,197	18,383	18,784	18,908
13	18,170	18,455	18,642	18,828	19,239	19,363
14		18,900	19,087	19,273	19,694	19,818
15			19,532	19,718	20,149	20,273
16					20,604	20,728

Additionally: \$200. longevity for those at the top steps

District paid Teachers Retirement

* May be either Board or graduate credits

** Must include minimum of 5 graduate credits

*** Must include minimum of 8 graduate credits

J.P.
3

WORKSHEET - 10/17/83

BOARD PROPOSAL - 5%

1983-84 Costs (82-83 staff)

Salaries	\$ 675,214.00
Extra Duties	37,915.00
Longevity	<u>2,700.00</u>
Sub-total	\$ 715,829.00
Social Security *	49,342.79
Retirement (11.4% of 715,829.)	81,604.50
Health Insurance	53,784.42
Dental Insurance	6,606.49
Life Insurance	2,006.20
Disability (.0042% of 675,214.)	<u>2,835.89</u>
Sub-total	196,180.29
Grand total	\$ 912,009.29

1983-84 Projected Cost \$ 912,009.

1982-83 Actual Cost 868,280.

Difference \$ 43,729.

* Social Security will cost 6.7% for the employer for the first four months - then will go to 7% for the remainder of the year.

6.7% of 715,829. = 47,960.54 x 33 1/3% = \$15,970.85

7% of 715,829. = 50,108.03 x 66 2/3% = 33,371.94

\$49,342.79

With this proposal each full-time teacher will get an \$875.00 plus increased fringe benefits increased substantially. These teachers at the top of the schedule will also get an additional \$200.00 for full-time employment.

Arnold Hunt
John R. ...

Bangor Board of Education Language Change Proposal

page 12 - Article VII Working Conditions

A. Instructional Load

1. A normal teaching load (junior and senior high) should consist of six (6) classes and one (1) hour of supervision with one (1) class hour of preparation.
 - a. Any additional load at the junior-senior level, such as a seventh class involving instructional preparation as well as paper correcting or not having a preparation hour each day, will be compensated at a rate of \$7.50 per extra class hour per day.
 - b. At the elementary level, teachers will have preparation time while their classes are attending art, music, phy. ed., and I.M.C. instruction, or they will be compensated at the rate of \$7.50 per forty-five (45) minutes.

U. N.
R