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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

BEFORE THE ARBITRATOR/MEDIATOR

In the Matter of the Petition of :
 ARGYLE EDUCATION ASSOCIATION :
 To Initiate Mediation-Arbitration : AWARD AND OPINION
 Between Said Petitioner and : Decision No. 21934-A
 SCHOOL DISTRICT OF ARGYLE :

Case No. 8, No.33363
 Med/Arb 2756

Hearing Date February 11, 1985

Appearances:

For the Employer MR. KENNETH COLE,
 Director

For the Union MS. MALLORY K. KEENER,
 Executive Director

Mediator/Arbitrator MR. ROBERT J. MUELLER

Date of Award June 20, 1985

BACKGROUND

The School District of Argyle, hereinafter referred to as the "District" and the Argyle Education Association, hereinafter referred to as the "Union" reached an impasse in bargaining for a successor Collective Bargaining Agreement for the 1984-1985 school year. The District filed a petition with the Wisconsin Employment Relations Commission requesting initiation of mediation/arbitration. The matter was thereafter processed in accordance with the statutory procedures culminating in the selection of the undersigned to serve as mediator/arbitrator to resolve the impasse. A mediation meeting was held on January 10, 1985. A voluntary settlement was unable to be achieved through mediation efforts and the matter was heard in arbitration on February 11, 1985.

Both parties presented documentary evidence and oral testimony in support of their respective offers. Both parties filed post-hearing briefs.

The mediator/arbitrator has reviewed the record evidence, exhibits and briefs of the parties in relationship to the factors set forth in Section 111.70(4)(cm), Wis. Stats., and on the basis thereof issues the following decision and award.

THE FINAL OFFERS

I. Salary Schedule

Association Final Offer:

APPENDIX A
SALARY SCHEDULE
1984-85

YR	<u>BA</u>	<u>BA+6</u>	<u>BA+12</u>	<u>BA+18</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+9</u>
1	13,550	13,821	14,092	14,363	14,634	14,905	15,176
2	14,092	14,363	14,634	14,905	15,176	15,447	15,718
3	14,634	14,905	15,176	15,447	15,718	15,989	16,260
4	15,176	15,447	15,718	15,989	16,260	16,531	16,802
5	15,718	15,989	16,260	16,531	16,802	17,073	17,344
6	16,260	16,531	16,802	17,073	17,344	17,615	17,886
7	16,802	17,073	17,344	17,615	17,886	18,157	18,428
8	17,344	17,615	17,886	18,157	18,428	18,699	18,970
9	17,886	18,157	18,428	18,699	18,970	19,241	19,512
10		18,699	18,970	19,241	19,512	19,783	20,054
11		19,241	19,512	19,783	20,054	20,325	20,596
12			20,054	20,325	20,596	20,867	21,138
13				20,867	21,138	21,409	21,680
14					21,680	21,951	22,222

District's Final Offer:

YR.	BA.	BA+6	BA+12	BA+18	BA+24	MA.	MA+9
1	13250	13515	13780	14045	14310	14575	14840
2	13780	14045	14310	14575	14840	15105	15370
3	14310	14575	14840	15105	15370	15635	15900
4	14840	15105	15370	15635	15900	16165	16430
5	15370	15635	15900	16165	16430	16695	16960
6	15900	16165	16430	16695	16960	17225	17490
7	16430	16695	16960	17225	17490	17755	18020
8	16960	17225	17490	17755	18020	18285	18550
9	17490	17755	18020	18285	18550	18815	19080
10	18020	18285	18550	18815	19080	19345	19610
11		18815	19080	19345	19610	19875	20140
12		19345	19610	19875	20140	20405	20670
13			20140	20405	20670	20935	21200
14				20935	21200	21465	21730
15					21730	21995	22260

II. Severance Pay

Association Final Offer:

"ARTICLE XI: LEAVE POLICIES (New Provision)

"J. Severance Pay

"Upon leaving or retiring from the school district, teachers shall be reimbursed \$10.00 per day for each day of accumulated sick leave. To receive this benefit, a teacher must have taught in the district for five (5) years."

District Final Offer:

None.

III. Dental Insurance

Association Final Offer:

"ARTICLE XIV - FRINGE BENEFITS (New provision)

"B. Insurance

4. Dental--The Board of Education of Argyle agrees to pay members of its teaching staff an amount of up to \$24.60 per month for family group dental insurance and \$8.32 for single coverage. (Benefits shall be equal to or better than those specified in Policy 701 H of the WEA Insurance Trust)."

District Final Offer:

None.

COMPARABLES

In addition to the presentation of evidence and argument on the respective comparative merits of their final offers, the parties were in partial disagreement concerning the comparables that should be used.

ASSOCIATION POSITION

The Association argued that the most appropriate comparable group consists of the school districts in the State Line Athletic League plus the shell of contiguous, settled school districts surrounding the State Line League schools. They suggest several exceptions to such general statement. The first is to exclude Holy Name because it is a private, parochial school and has been mutually excluded by the parties. They distinguish Barneveld from the remaining nine schools in the League for the reason that it has historically lagged behind all other districts on most of the salary benchmark levels for the past number of years and is basically about one year behind the other districts.

They point out that due to the sparsity of voluntary settlements among the State Line League districts, it is necessary to consider the level of settlements among those districts in the contiguous ring surrounding the State Line League. Only four of the State Line League school districts have reached voluntary settlement for 1984-85, of which Barneveld is one. The only others having reached settlement are Juda, Monticello and New Glarus. The Association addresses the use of the contiguous

schools grouping as comparables in their brief as follows:

"The Wisconsin public school districts which touch on all sides of State Line schools are all settled for 1984-85 except for Mineral Point. While these districts which form the shell are in close proximity to athletic conference schools and to Argyle, they vary somewhat in size as may be seen from the K-12 enrollments and number of full-time equivalent (FTE) teachers. (Assn. Ex. 3).

"Consequently, the Association does not contend that Argyle wages should be directly comparable to these districts but that they may be compared to determine if Argyle's wages are maintaining the same relationship to wages in these 'shell' districts as has been established in recent settlement patterns."

DISTRICT POSITION

The Board argues that,

"The Board argues that the State Line Athletic Conference makes up the comparable school districts with the addition of Belmont, Shullsburg and Darlington. The parties are in agreement with respect to these districts with the exception of Belmont. However, the Board argues that if Darlington and Shullsburg are to be considered comparable, it is unreasonable to exclude Belmont simply because its boundaries do not coincide with a conference school district. The Belmont School District, in addition to having an enrollment equivalent to conference schools, is much closer geographically to Argyle than many other school districts that the Union considers comparable that are many times larger in enrollment than Argyle. The Union's only comparability data (Union Exhibit #3) clearly demonstrates a lack of comparability on the basis of enrollment. All of the suggested schools have enrollments in excess of 1,000 except for Wisconsin Heights with an enrollment of 991.

"Arbitrators have not generally found 'comparability' existing for employers that are two or three times larger than the employers involved in the dispute. The Union has not provided sufficient data to justify the comparability that the Union alleges exists." (BR-2)

DISCUSSION

In the judgment of the arbitrator, the primary group to which comparison is more appropriate in this case consists of those schools in the same athletic conference. Such finding is supported by the fact that the parties themselves have mutually and historically utilized the athletic conference schools as their comparative benchmarks. Examination of Employer Exhibits No. 2 and 3 reveals that comparative data as to size of enrollment and number of teachers in each district are relatively comparable. The data consisting of the cost per pupil, aid per pupil, levy amount and tax evaluation per pupil also reveal relative comparability, one to the other. Board Exhibit No. 1 and Association Exhibit No. 2, which are maps of the area, show that the schools in the

athletic conference are in close proximity, one to the other. They therefore share to a large extent in the same market place for goods purchased and goods sold and draw from the same labor market for the most part.

The secondary districts to which comparison in selected respects is meaningful are found by the arbitrator to be those districts in the contiguous or near vicinity to Argyle. The relative weight to be given to each of those will depend upon their comparativeness from other factors such as total enrollment, number of teachers, tax base, etc. Such secondary districts would therefore consist of Shullsburg, Darlington, Belmont, Mineral Point and Monroe.

SALARY

The Association concisely describes the differences and the application of the parties' final offers to the salary schedule in its brief as follows:

"Association--\$13,500 Bachelor's base salary for 1984-85 with seven lanes and a maximum number of 14 steps on lanes BA+24, MA and MA+9; experience increments are 4% of the base salary or \$542.00 per cell added to the base of each lane; education increments are 2% of the base salary or \$271.00 added to the base salary per lane. This reflects the status quo on the salary schedule structure. (Assn. 6).

"Board--\$13,250 Bachelor's base salary for 1984-85 with seven lanes and a maximum number of 15 steps on lanes BA+24, MA and MA+9; experience increments are 4% of the base salary or \$530.00 per cell added to the base of each lane; education increments are 2% of the base salary or \$265.00 added to the base salary per lane. This represents a change in salary schedule structure in that the Board proposes to add one step to the maximum end of each lane. (Assn. 7)."

ASSOCIATION POSITION:

The Association argued that although only four of the nine public school districts in the athletic conference have reached settlements at this time, such settlements still constitute the most meaningful group to which comparison should be made because of the parties' consistent past practice and reliance upon the athletic conference schools for benchmark comparisons. Although discounting Barneveld in its argument concerning comparables, the Association utilized the settlement data of Barneveld along with those for the districts of Juda, Monticello and New Glarus in computing what is identified as Table No. 4 at page 19 of its brief which is as follows:

TABLE 4

* NEGOTIATED AVERAGE INCREASES ON BENCHMARK SALARIES
1983-84 TO 1984-85
STATE LINE LEAGUE SCHOOL DISTRICTS

WITH 4 OF THE 9 SCHOOLS INCLUDED

EMPLOYING CATEGORY	4.000 OF THE		9.000 TEACHERS (FTE)		Argyle Association		Argyle Board	
	1983-84	1984-85	% INCREASE	\$ INCREASE	%	\$	%	\$
BA-MIN	\$ 12,785	\$ 13,531	5.8 %	\$ 746	6.7	850	4.3	550
BA-MAX	\$ 17,758	\$ 19,290	8.6 %	\$ 1,532	6.7	1,122	7.5	1,256
MA-MIN	\$ 14,581	\$ 15,460	6.0 %	\$ 879	6.7	935	4.3	605
MA-MAX	\$ 20,937	\$ 22,143	5.8 %	\$ 1,206	6.7	1,377	6.9	1,421
SCHEDULED MAX	\$ 21,647	\$ 22,988	6.2 %	\$ 1,341	6.7	1,394	6.9	1,432
BA 7TH	\$ 15,614	\$ 16,493	5.6 %	\$ 879	6.7	1,054	4.3	682
MA 10TH	\$ 19,117	\$ 20,234	5.8 %	\$ 1,117	6.7	1,241	4.3	803

* All averages used in this Table are nonweighted.

(Assn. Exs. 16, 17 and APPENDIX B).

The Association argued that the average of the settlements at the benchmarks are more comparable with the Association's offer. Although the Association's offer is slightly higher than the average negotiated increases by both percent and dollar amount, there is a need for some catch up to be accomplished in this District. They argue that over a four year period from 1980-81 to 1983-84, Argyle salary rankings have deteriorated at the respective benchmarks from fourth to eighth at the BA minimum, from fourth to seventh at the BA seventh step, from fourth to ninth at the MA minimum, from sixth to eighth at MA at the tenth step, from fifth to eighth at MA maximum and from sixth to eighth at the scheduled maximum.

Addressing the Board's proposal that would serve to add a step to the top of each lane, the Association argues that such method is not the most reasonable nor the most comparable way by which to work toward achieving wage equity. They reject the proposal for the reasons stated in their brief, being,

- "1) this measure does not help enough teachers in the bargaining unit,
- 2) it does not offer enough help in catching up to other State Line salaries and
- 3) it is not comparable."

The Association developed what was identified as Table No. 6 which is set forth on page 25 of their brief which purports to compare the average salaries at selected benchmark positions to the Board and Association final offers. Table 6 and the Association's comments thereon, as contained in their brief, is as follows:

TABLE 6

COMPARISON OF ARGYLE BENCHMARKS TO STATE LINE AVERAGE SALARIES

	BA MIN 84-85			BA P 7 84-85			BA MAX 84-85		
	83-84 Actual	Assn.	Board	83-84 Actual	Assn.	Board	83-84 Actual	Assn.	Board
* Average	\$12,874	13,531		\$15,920	16,494		\$17,533	19,291	
Argyle	12,700	13,550	13,250	15,748	16,802	16,430	16,764	17,886	18,020
Difference \$	-174	19	-281	-172	308	-64	-769	-1,405	-1,271
Difference %	-1.4%	.14%	-2.1%	-1.1%	1.9%	-.4%	-4.4%	-7.3%	-6.6%

	MA MIN 84-85			MA P 10 84-85			MA MAX 84-85			SCHED MAX 84-85		
	83-84 Actual	Assn.	Board	83-84 Actual	Assn.	Board	83-84 Actual	Assn.	Board	83-84 Actual	Assn.	Board
* Average	\$14,453	15,461		\$19,301	20,234		\$21,137	22,143		\$21,690	22,989	
Argyle	13,970	14,905	14,575	18,542	19,783	19,345	20,574	21,951	21,995	20,828	22,222	22,260
Difference \$	-483	-556	-886	-759	-451	-889	-563	-192	-148	-862	-767	-729
Difference %	-3.3%	-3.6%	-5.7%	-3.9%	-2.2%	-4.4%	-2.7%	-.9%	-.7%	-3.9%	-3.3%	-3.2%

* 1984-85 averages consist of the four settled districts: Barneveld, Juda, Monticello and New Glarus (Assn. Exs 6, 7, 13, 17 and APPENDIX B).

"This table shows that the overall effect of the Board's proposal would be to improve salaries at three benchmarks and cause further erosion at four benchmarks. The three improved benchmarks would still fall below conference averages.

"The Association proposal would improve salaries at four benchmarks and actually erode at three benchmarks but not to so great a degree as the Board's offer. AEA improvements would exceed the average at only the BA Minimum and that by a scant .14%. Thus, the Association is striving not to 'break the bank' but to make very moderate progress toward catching up to the rest of the conference. The Arbitrator is reminded that one of the settled districts is Barneveld which the AEA believes should be given little weight because of its historically low position in the conference."

Finally, the Association argues that Argyle teachers have dropped behind the rate of increase due to inflation over the last four year period. They argue that such fact clearly supports a reason for some small amount of catch up along with support for catch up due to the decrease in the respective comparative position at various benchmarks that has occurred over the past same four years.

DISTRICT POSITION:

The Board addressed the salary schedule dispute in its brief as follows:

"The parties to the instant dispute have proposed salary schedule adjustments that are somewhat similar in that both parties utilize the existing salary structure format. The Board has offered a total package increase of 6.7% which equates to a 7.4% salary increase (Union Exhibit #30). The Union has proposed a total package increase of 9% and a salary increase of 8.7 (Union Exhibit #29). The Board would argue that there is no dispute that the Board's offer is in accord with the Consumer Price Index (Board Exhibit #14). The Union argues in Union Exhibits #32 through #39 that the loss due to inflation from 1980-81 through 1983-84 is 11.9% in Argyle (Union Exhibit #33). However, the Union's exhibit

shows the C.P.I. increased from 1980-81 (131.9) to 1983-84 (159.3) or approximately 20.2%. The salary schedule at each of the benchmark levels has increased about 15.5%. The loss due to inflation is far less than the approximately 12% indicated by the Union.

"With respect to the actual benchmark levels, the Board acknowledges that the Argyle School District's relative position in the 1983-84 data (Board Exhibits #4 through #8) is relatively low as it has been in previous years. However, if the Board's offer is accepted, the Argyle School District will enhance its ranking at the schedule maximums. As an example, under the Board's proposal at the BA Maximum, the District would rank seventh (Union Exhibit #17). In the previous year the District had ranked eighteenth (Union Exhibit #16). This is also true at the MA Maximum and Schedule Maximum. At the Base levels, the District's ranking is unchanged. However, the Board would argue that very few staff members occupy the base levels, and large numbers of staff members occupy maximum salary levels and would occupy the new higher maximums.

"The Board would also argue that the relative levels of salary settlements as expressed in Board Exhibit #12 would clearly support the Board's position. The total package increases may vary from the levels contained in the exhibit, but not so much to suggest that salary settlements approximately 10% are common place. The Board would suggest that the Union proposal is not within the realm of realistic settlement levels and therefore the Union offer must be rejected."

The District argued that its salary offer which amounts to 7.4% compared very favorably to the percentage settlements of those other available comparable districts as shown on Exhibit 12. District Exhibit 12 indicates that the percentage increase at Barneveld was 6.93%, New Glarus 7.29%, Belmont 5.82%, Darlington 5.31% and Shullsburg 3%. In exchange of correspondence following the hearing, the Association raised an issue with the percentage computation indicated for New Glarus and argued that the accurate percentage increase was 7.35%.

DISCUSSION

Both parties addressed their evidence and arguments almost exclusively toward the factor of comparison with other employees performing similar services within the application of Factors D and F of the statute. The cost of living factor referred to in Factor E was also addressed by the parties.

The record evidence shows that at the time of the 1983-84 Collective Bargaining Agreement, the salary schedule of the District ranked at or near the bottom in comparison to the other districts in the athletic conference. The evidence further shows that the comparative status of the District had worsened over the past three to four years.

Utilizing comparative statistical data derived from the documentary exhibits submitted by both parties, one finds that only four of the nine public schools in the athletic conference have reached voluntary settlements for the 1984-85 contract year. Both parties have utilized the data that is available from such settlements as a primary source for comparative purposes and the arbitrator will do the same.

The comparative data supplied would seem to favor the District's final offer from the standpoint of percentage settlements and comparison to the percentage value of the final offer of each party to those settlements.

It appears to the arbitrator, however, that comparisons of the parties' final offers to the levels of settlement and benchmark levels contained in the salary schedules of the comparable schools yields findings that would appear to favor the Union final offer as the more comparable.

If one examines each of the final offers, one finds that the amount of increase that would be applied to the BA base rate under the Board's offer is in the sum of \$550.00. The Union offer would result in an \$850.00 increase to the BA base. The average increase of the four settled districts of Barneveld, Juda, Monticella and New Glarus at the BA base salary is in the sum of \$746.00. The District offer is \$196.00 less than the average whereas the Union offer is \$104.00 more than the average. Carrying such analysis across the schedule to other benchmarks, one finds that a teacher in the BA lane with seven years of teaching experience would receive an increase of \$682.00 under the District's offer and \$1,054.00 under the Union offer. The average of the four settled schools at such step is \$882.00. The District's offer therefore is \$200.00 less than the average while the Union's offer is \$172.00 more than the average. At the BA maximum rate, the Board's offer is \$10.00 higher than the average while the Union's offer is \$40.00 less than the average increase at the settled schools. At the MA lane for a teacher with ten years of experience in such lane, the Board's offer is \$244.00 below the average increase afforded teachers at the same level at the four other settled school districts while the Union offer would afford such teacher an increase \$214.00 more than the average.

Viewing Table 6 set forth above that was developed by the Union from exhibits contained in the record, one can see from a slightly different evaluative comparison that the District offer serves to widen the comparative differences between Argyle and the averages at other districts to a somewhat greater extent than does the Union final offer.

It appears that the Board's offer results in affording substantial increases to approximately eight employees of the 23.47 FTE who are at the tops of their respective lanes by virtue of the Board's final offer consisting of adding a step to each of the salary schedule lanes. The arbitrator agrees with the argument of the Association and observation as to the impact and desirability of such type proposal. A comparative evaluation of the number of steps contained in the salary schedules of the districts to which comparison is made, shows that the addition of steps is not warranted and would be in excess of the average of the other districts. The most critical aspect of the approach used by the Board, is that it changes the existing salary schedule and artificially rewards a few employees at the expense of a larger number and particularly impacts the most severely upon those in the

lower pay ranges. As can be seen from Table 4 contained in the Union brief and set forth above, the percentage increase to those in the lower steps of the salary schedule amount to an increase of 4.3%.

If one also examines the data contained in District Exhibit No. 9, one can see that even under the final offers of the districts in those cases where settlement has not yet been reached in the State Line Athletic Conference, the offered BA base rate in other districts exceeds the base rate that is proposed by the Association with the exception of Pecatonica. The Board proposal at Pecatonica is for a base rate of \$13,500.00 which is the same as that proposed by the Association in this case. In all other comparable districts in the conference, the base rate exceeds such amount in those districts already settled and would exceed such amount using the District's final offer in those districts not settled. The District of Barneveld, which has been the lowest in most respects, is the only one that is less than both the Association and District proposal at the BA minimum rate.

While the Districts of Belmont, Darlington and Shullsburg were shown by the District to have reached settlements at a percentage level that are all lower than that offered by the District of Argyle, the evaluation of District Exhibit No. 11 which sets forth the salaries at selected benchmarks of the three schools yields a mixed result. For example, the District of Darlington which is immediately contiguous to Argyle on its west, contains a split rate for the 1984-85 school year whereby the ending rate will exceed those same rates at Argyle under either the District or Association final offer.

If one more closely examines the benchmark salaries of Pecatonica and Blackhawk, the other two immediately contiguous districts to Argyle, one finds that even under the District offer in each of such two districts which are not yet settled, the respective benchmark rates will exceed those even under the Union offer at Argyle of all benchmarks indicated with the exception of the MA maximum. The MA maximum comparison, however, is not distinguishable because the District offer at such point is \$44.00 higher than the Union offer.

While the pure percentage increase comparisons would appear on their face to favor the District's offer as the more comparable, the arbitrator is of the judgment that more detailed analysis of the various dollar increases afforded employees at various comparative benchmarks reveals that the District's offer would serve to widen the comparative spread at more points of the salary schedule than would that of the Association. Additionally, the salary schedule at Argyle is generally lower than its immediately contiguous neighbors and lower than the majority of those in the same conference. The District offer would serve to widen the disparity that already exists. The Association offer would serve to prevent a widening of the comparable standing with the other districts. The level of the Association offer is not so high as to be considered unreasonable or to be out of step with the settlements reached in the comparable districts. The Association offer likewise does not serve to significantly change the comparative standing of the District with the comparable districts at most of the benchmarks. Under the Union offer the District would still maintain its comparatively low ranking at most benchmark positions in comparison with the other conference districts but the differences would not be as

significant as they would be were the District's final offer be put in place. The COLA arguments and comparisons made by each of the parties contains merit. Both approaches are valid and would appear to the undersigned to offset each other. The more meaningful indicia of what impact the cost of living has upon the level of settlements between employers and unions in a given employment setting, are those levels of voluntary settlements reached by parties in comparable settings during the same time frames. The CPI is therefore reflected and considered within the pattern of settlements that exist within the same time frame and to which comparative consideration is given.

In conclusion, the arbitrator finds on the basis of the total record evidence and above analysis thereof, that the Union proposal on the salary issue is the more reasonable and most comparable by virtue of the application of the statutory criteria.

SEVERANCE PAY ISSUE

ASSOCIATION POSITION:

The Association presented an exhibit listing all the public schools in the athletic conference plus the 11 schools surrounding the schools in the athletic conference and contiguous thereto. Commenting on such exhibit, the Association observed that eight of the eight athletic conference schools provide payout of accumulated sick leave as severance pay to teachers. They argue it is not necessary to search beyond the athletic conference to see that the Association proposal for payment of \$10.00 per day to teachers for accumulated sick leave provided they have taught a minimum of five years in the District is reasonable on the basis of similar type severance pay provisions being contained and afforded as a benefit to teachers in all of the other conference schools. They argue that some of the severance pay provisions in other districts are more generous while some are less generous than that proposed by the Association.

DISTRICT POSITION:

The District argued on the basis of reviewing Union Exhibit No. 8, that only three of eleven school districts provide severance pay arrangements similar to that proposed by the Union. Those districts are Belleville, Juda, and Monticello. All others are less generous than the Association proposal. Albany School District pays for days in excess of 50. Blackhawk pays for one-half of the total accumulation of sick leave from 45 to 90 days. New Glarus pays \$5.00 per day for days in excess of 30 days while Pecatonica pays \$7.50 per day after ten years of service. All of the latter referred to districts provide severance pay benefits that are less generous than that proposed by the Union. The Board argues that the Union is attempting to obtain a substantial benefit that is more generous than that provided by the majority of comparable districts without in return offering any quid pro quo or concession in exchange.

DISCUSSION

It appears to the arbitrator that on the basis of comparison alone, some form of severance pay provision is warranted for teachers in the Argyle District. While the Association proposal is more generous than some of the comparable districts, it is not unreasonably so. The Union proposal is in fact comparable to the level of such benefit that is provided in three of the

eight comparable districts. While the other districts provide a somewhat lesser benefit, they do provide such benefit in some form or another to teachers. The choice in this case on the basis of comparisons, is to have a severance pay benefit that is comparable to less than a majority of those comparable schools or to have none at all so that the District of Argyle would stand alone as the sole exception to providing such benefit to its teachers. There is no evidence in the record in this case that would support a finding making the Argyle District the sole exception from the comparables for furnishing to employees such benefit.

The comparative evidence contained in the record supports the finding that the Union final offer on the severance pay issue is the more reasonable and the one to be preferred.

DENTAL INSURANCE

ASSOCIATION POSITION:

The Union stated at pages 12-13 of its brief that,

"Of nine (9) athletic conference school districts, four (4) already have negotiated dental insurance coverage which is paid in part or in full by the Employer. In addition two (2) more, Argyle (Assn. Ex. 6b) and Pecatonica (Assn. Ex. 24a) are seeking dental coverage as a part of their respective 1984-85 successor agreements. Of the remaining three, Barneveld, Blackhawk and New Glarus, the parties in those districts have negotiated salary schedule structures which place wage compensation for veteran employees at a higher level which offsets the absence of a missing fringe benefit, such as, dental coverage. (Admittedly, two of these three districts--Blackhawk and New Glarus--have much more competitive salaries, superior structure aside, than the other district--Barneveld.)"

The Association brief set forth what it labeled Table 3 consisting of a compilation of overall compensation comparisons with those school districts in the conference that had reached settlement. Such computation is as follows:

TABLE 3

(Assn. Ex. 6, 7 and 9a).

OVERALL COMPENSATION, SETTLED STATE LINE LEAGUE SCHOOL DISTRICTS FOR 1984-85

District	BA Min MA Min	*Single Health Family Health	*Single Dental Family Dental	Total
Barneveld	\$13,000 15,000	\$ 902 2,000	\$ -0- -0-	\$13,902 17,000
Juda	13,700 15,755	815 2,361	107 333	14,622 18,449
Monticello	13,675 15,275	814 2,115	107 333	14,596 17,723
New Glarus	13,750 15,813	890 2,246	-0- -0-	14,640 18,059
Argyle Bd.	13,250 14,575	815 2,132	-0- -0-	14,065 16,707
Argyle Assn.	13,550 14,905	815 2,132	[100 295]	14,465 17,332

* Amounts shown include only the premium amounts paid by the Employer. They have been rounded to the nearest dollar.

[NOTE: This is calculated as if the Argyle teachers received the dental benefits for the 1984-85 school year which is certainly not the case. In fact it appears very unlikely that Argyle teachers will realize any dental benefit, nor will the Board realize any cost, during the school term even if dental insurance is awarded by the Arbitrator.]

DISTRICT POSITION:

The District brief contained the following comparative analysis of dental insurance coverage provided by the various districts as drawn from Union Exhibit No. 9.

	<u>Dental Insurance</u>		
	<u>None</u>	<u>Full</u>	<u>Partial</u>
Conference Schools	5	3	1
Darlington	1		
Shullsburg	1		

The District contends that three of the eleven districts have a dental insurance program that is similar to that proposed by the Union. They contend that based on such comparable data, the Union's proposal should be rejected.

DISCUSSION

On the basis of comparability to those other districts in the athletic conference, one would be required to conclude that the Board's proposal to exclude dental coverage is the most consistent with the majority of schools in the athletic conference. It would appear from an examination of the various exhibits on both severance pay and dental insurance, that more of the school districts lying in the contiguous area surrounding the State Line Conference schools have elected to provide dental coverage rather than severance pay. In the State Line Conference schools, it appears that more have elected to afford severance pay while more have opted against dental coverage.

It appears from an evaluation of Association Exhibit No. 29, that the total projected cost of dental insurance for the 23.47 FTE of the District would have been \$5,290.00. Such amount equates to an approximate 1% total package increase using the data base of total package costs as shown on Association Exhibit No. 29. Because of the long period of time that has transpired in reaching the point at which this award is being issued, it appears, pursuant to the footnote contained in the Union brief as part of the Table 3 comparative data set forth above, that no out of pocket costs would be paid on dental insurance for the 1984-85 school year because the time for such coverage has passed. Under such assumption, one then would conclude that the total package cost as initially computed and attributed to the Union offer would be approximately 1% less for the 1984-85 contract year. While that does not alter the impact on the parties that inclusion of dental coverage would exert on the parties' negotiations for the 1985-86 school year, it does factually impact upon the amount of dollars that the school District is required to expend during the 1984-85 contract year.

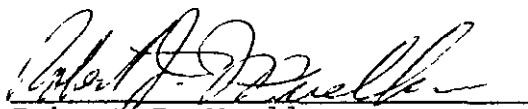
While a strict comparison to other conference schools concerning dental insurance coverage would appear to favor the District, the fact that no cost expenditure can be assessed to such fringe for the 1984-85 contract year that is the subject of this mediation/arbitration proceeding, one cannot ignore that such event serves to reduce the total package cost of the Association offer by approximately 1%. While the Association's final offer was found to be the one preferred on both the salary and severance pay issues, such fact derived from an evaluation of the dental insurance issue serves to lend further support to preference of the Association proposal on such two issues.

In the final analysis, one reaches the conclusion that on evaluation of the total package offers, the Association offer is more amply supported by application of the statutory criteria than is the final offer of the District.

It therefore follows on the basis of the above facts and discussion thereon, that the undersigned renders the following decision and

AWARD

The final offer submitted by the Union herein shall be incorporated into the parties 1984-85 Collective Bargaining Agreement.


Robert J. Mueller
Mediator/Arbitrator

Dated at Madison, Wisconsin
this 20th day of June, 1985.