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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

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APPEARANCES:

For the Association: Gerald Roethel, Executive
Director - Coulee Region United
Educators

For the District: David R. Friedman, Attorney at Law

I. BACKGROUND

On March 19, 1984, the Parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement to succeed the agreement which expired on June 30, 1984. Thereafter, the Parties met on six occasions in efforts to reach an accord on a new collective bargaining agreement. On September 19, 1984, the Association filed the instant petition requesting that the Commission initiate Mediation-Arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. On November 28, 1984, a member of the Commission's staff, conducted an investigation which reflected that the Parties were deadlocked in their negotiations, and, by November 28, 1984, the Parties submitted to said Investigator their final offers, as well as a stipulation on matters agreed upon, and thereupon the Investigator notified the Parties that the investigation was closed. The Investigator advised the Commission that the Parties remain at impasse.

On November 30, 1984, the Commission ordered the Parties to select a Mediator/Arbitrator. The undersigned was notified of his selection on December 26, 1984. Mediation was conducted on April 23, 1985, and an Arbitration hearing was conducted on May 9, 1985. Post-hearing briefs were exchanged June 13, 1985, and the Association filed a reply brief on July 12, 1985. Based on the relevant statute, the evidence and arguments of the Parties, the following award is rendered.

II. FINAL OFFERS AND ISSUES

The primary items at issue in the final offers are (1) the salary schedule, (2) the extra-curricular pay schedule, and (3) the Association's proposal for a longevity payment.

A. Salary Schedule

The Board proposes a BA Base of \$14,742. The rest of the schedule would be factored out based on the same number of lanes and steps, and the same lane incremental increase, and the same step incremental increases as in the 1983-84 contract. Under the 1983-84 contract, there were five lanes (BA, BA+10, BA+20, MA and MA+15). Under their offer, as occurred under the previous contract, the BA+10 Min (0 Step) was \$270 more than the BA Base, the BA+20 was \$280 more than BA+10, the MA Base was \$290 more than BA+20 and the MA+15 minimum was \$300 more than the BA+20. The step increments under the previous contract and under their proposal in the BA lane were \$395, in the BA+10 lane the step increase would be \$400, in the BA+20 lane it would be \$410, in the MA lane it would be \$420 and in the MA+15 it would be \$430.

The Union does not propose to increase the number of steps or lanes, but they do propose to increase the lane and step increments. The increase from lane to lane beginning with BA to BA+10 to BA+20 to MA to MA+15 would be \$280 to 300 to 320 to 340. The step increments in each lane beginning with the BA lane, etc. would be \$425 to 435 to 445 to 455 to 465. Thus, in terms of lane increments, the difference between the BA and the BA+10 would increase from \$270 to 280 and the increase to each additional lane would be \$20 instead of \$10. In terms of step increments, they are increased by \$30 in the BA lane over last year, and a \$35 increase in each of the other lanes.

Accordingly, the proposed minimums and maximums which would result under each offer compared to last year are summarized below:

	1984-85		
	1983-84	Board	Association
BA Base	13,650	14,742	14,750
BA Max	19,575	20,667	21,125
BA + 10 Min	13,920	15,012	15,030
BA + 10 Max	19,920	21,012	21,555
BA + 20 Min	14,200	15,292	15,330
BA + 20 Max	20,350	21,442	22,005
MA Min	14,490	15,582	15,650
MA Max	20,790	21,882	22,475
MA + 15 Min	14,790	15,882	15,990
MA + 15 Max	21,240	22,332	22,965

B. Longevity

The Association proposes to add the following language to Article XIV, Compensation:

"I. When a teacher no longer receives an experience increment, he will receive a longevity payment of \$200."

C. Extra-Curricular

The Parties offer to modify the previous extra-pay schedule by variable amounts. Thus, a simple summary is not possible. However, referring to the Board's final offer, the increases can be noted. For convenience, the Arbitrator calculated the increases under the Union's offer and added them to their offer sheet.

III. ARGUMENTS OF THE PARTIES

A. The Association

The Association first discusses comparables. They use four groups -- the Scenic Bluffs Athletic Conference, the Districts contiguous to New Lisbon, a group of selected schools (all of which have settled for 1984-85) and statewide averages. They believe utilization of the last two groups to be justified, because of the limited number of settlements in the first two groups. They note that in the case of the first two comparable groups, only three of eight, and four of eleven, have settled for 1984-85. They believe the use of their group of the selected schools is justified, because it follows the concentric circle concept espoused by Arbitrator Robert Mueller in Mukwonago, Dec. No. 16363-A, 10/30/78. These schools include:

Cashton	Sparta
Elroy	Tri-County
Necedah	Westfield
Mauston	Wisconsin Dells
Nekoosa	Baraboo
Pittsville	River Valley
Black River Falls	Richland

They also believe that at least New Lisbon's historical wage relationship to the statewide schools, is important.

The Association deals next with the extra-curricular issue. They first note that their proposal represents approximately a 10 percent on each position in high school sports, and that the junior high sports rates are unchanged under the Association's proposal. The other rate increases are variable.

With respect to the head coaches in football, basketball and wrestling, they note that they are usually paid the same amount in the athletic conference schools. Of the five schools who have reached an agreement on extra-curriculars, the average increase is \$121, which is higher than the Association's proposal. In other schools, similar comparisons are also found for other athletic coaches. They suggest that the 20 percent increase in Necedah, the 10 percent increase in Hillsboro, the 8.35 percent increase in Elroy-Kendall-Wilton, and the 6 percent increase in Cashton, provide the Association's extra-curricular package at 9.84 percent with ample comparability.

Regarding longevity, they describe their proposal as a "one-time payment". They contend that their proposal has support in the athletic conference, contiguous schools and in their selected group. Regarding the Scenic Bluffs Conference, they point out that four of the other seven schools have a longevity payment. These payments are annually recurring payments ranging from \$120/year to \$250/year. One school gets \$435 every three years. They each have a maximum cap from \$600 to \$3,600 per year.

They all believe this is justified because 21.5 of the 47.3 teachers are at the top of the schedule. They believe preservice should be rewarded. They also detail the longevity provisions in the contiguous districts and the selected district.

The main thrust of their argument relates to salary schedules. Their arguments on salary schedules are extensive and they can only be summarized briefly.

They first compare the offers in terms of the benchmark amounts and dollar increases at the benchmarks in the three Scenic Bluffs conference schools, plus Mauston. They note, based on their statistical comparison, that while the District is less divergent on the benchmarks, it is below average on all the maximums. Moreover, they point out this comparison does not take into account increases to insurance costs or longevities.

They do a similar analysis for the select group of "Concentric Circle" of settlements. With respect to these schools, they point out that, except for the bases, the District is always below average dollar increases at the benchmarks. At the Schedule Maximum, the District is only half the average. Of the three maximums, the Association is least divergent on two of them. In addition, they maintain that New Lisbon has not kept pace, historically speaking, with the selected schools.

Next, they believe it is significant that the Association's proposal is closer to the internal ratio established in the 1983-84 salary schedule. For example, at the BA Maximum, the 1983-84 schedule was 1.43 of the base, the Association's proposal is 1.43 of its base, and the District's is 1.40 of its base. In fact, the Association's proposed schedule is identical to the 1983-84 schedule except for four out of 80 places.

The Association also believes that statewide averages, to the extent that New Lisbon's historical wage relationships have eroded are significant. Based on a chart showing this relationship, they assert that the salary schedule in New Lisbon has not kept pace with the statewide salary, either as an actual amount or as a percent of salary. In fact, they contend that their offer for 1984-85 is most consistent with the figure that would be necessary to maintain the New Lisbon schedule at the 1983-84 ratio to the statewide average. They submit the following:

	1984-85 Statewide	N.L. Sal.	Association Proposal	Board Proposal
		**		
BA Base	14690	14599	14750 (+151)	14742 (+143)
BA Max.	21691	20962	21435 (+473)	20667 (-295)
MA Base	16261	15573	15650 (+ 77)	15582 (+ 9)
MA Max.	25481	22408	22475 (+ 67)	21882 (-526)
Sch. Max.	26936	22990	22965 (- 25)	22332 (-658)

 ** to be consistent with the 1983-84 ratio

Again, they also maintain that insurance must be reviewed too. They submit that while there are over 348 settlements in the State of Wisconsin, their guess is that very few, if any, are paying the same money for the same insurance plans that they had in 1983-84. The impact of no increase in health costs, in their opinion, should allow New Lisbon the opportunity to put money into its salary schedule, which they submit, is needed to catch up.

The Association also reviews the offers against the statutory criteria. The following is a summary of the argument:

- (A) Lawful Authority of the Municipal Employer: This was not raised.
- (B) Stipulation of the Parties: These will be incorporated into the agreement.

- (C) Interest and Welfare of the Public and Financial Ability of the Unit of Government to Meet the Cost of the Proposed Settlement: In view that there was no public hearing, they conclude that the public is not opposed to its offers. In addition, they note that at the hearing the Board stated that they would not make an argument of the inability to pay for the cost of the Association's offer. They view the issue as willingness to pay. Moreover, while the Employer makes reference to the state of the farm economy, they submit that the pattern of settlements in similar communities is most indicative of the proper effect of the economy in these matters. They cite a number of cases in this regard.
- (D) Comparison of Wages, Hours and Conditions of Employment of Municipal Employees in the Arbitration Proceedings: They refer in this regard, to the data they presented on the comparables. However, even in the Hillsboro and Tomah districts, which are unsettled, they submit their offer is more consistent with the Board's offer there. They also note that these dollar increases are on top of an increase in family health insurance of \$53.28 per year, versus no increase in New Lisbon. Regarding Mauston, they note that each teacher received a \$1,696 raise for a total of \$150,944. This represents a 9.34 percent increase in salary. It also represents an increase in salary of \$20,318.50 more than the Mauston Board originally offered, or \$24,084 on the total package. The \$24,084, plus the Mauston Board's final offer, is an 8.95 percent package, or 0.33 percent less than the New Lisbon Association is seeking. They also note that in 1983-84, 6 of the 23 selected school districts paid more salary to a teacher at the top of the MA column than what the Association is proposing for 1984-85. Six of 23 paid more in 1983-84 at the Schedule Maximum than the Association is proposing for 1984-85. Twelve of 15 (settled) are going to pay more in 1984-85 than the Association is proposing at the MA Maximum. Two of the two lower paying schools are Cashton, which is paying \$2,300 in longevity, and Necedah, which is paying \$3,600 in longevity. Ten of 15 are going to pay more in 1984-85 than the Association is proposing at the Schedule Maximum. Three of the lower paying schools are Cashton (\$2,300 longevity), Necedah (\$3,600 longevity) and Ithaca (\$250 longevity). Teachers who stay in New Lisbon and get advanced degrees are not rewarded accordingly.
- (E) The Average Consumer Price for Goods and Services Commonly Known as the Cost-of-Living: In this respect, they believe the pattern of settlements is the best indicator of the appropriate weight to be given to the cost of living. They cite a number of cases in support of this position.
- (F) The Overall Compensation Presently Received by Municipal Employees: In this regard they submit that the benefits received by other employees must be reviewed. This includes the life and disability programs in Bangor and Necedah, the dental programs in Bangor and Wonewoc, the life program in Cashton, and the disability program in Norwalk-Ontario. They also speculate that the District will undoubtedly not discuss 1984-85 insurance rates. The reason is quite simple. When your rates do not

go up, while everyone else's go up (in Cashton as much as 46.44 percent) you do not want to look at total compensation numbers. In terms of benchmark increase, they note Cashton's benchmark increases are low, but the \$711 annual increase in family health has to come from somewhere. Necedah's benchmarks are near the midpoint between the parties in the instant case, and when one adds a \$72.00 increase in insurance costs plus 20 percent on extra-curriculars, the settlement in Necedah clearly supports the Association's last best offer. With the exception of the BA Base, all of the Mauston benchmarks, plus health/dental costs, favor the Association's proposal. The Elroy-Kendall-Wilton settlement includes the second highest rate increase in health insurance, \$250 on longevity and a 8.35 percent increase in extra-curriculars.

The Association makes a variety of other arguments on a total package basis. They contend that the settlements in the Scenic Bluffs conference support the Association's last best offer. For instance, the three settlements are at packages of 8.42 percent, 8.41 percent, and 8.51 percent. The Board's offer is 6.6 percent, or 1.9 percent lower than the voluntary standard. The Association's offer is 9.28 percent or 0.8 percent higher than the voluntary standard, and they believe some catch-up or some improvement is necessary. Also, the package dollars per teacher in Cashton were \$2,026, in Necedah were \$1,866, and in Elroy-Kendall-Wilton \$2,033. The Board's offer is \$1,599, while the Association's offer is \$2,248. The Association's offer is \$273 above average. This is closer to the average of the three settlements than the Board's offer, which is \$376 lower. They also believe that their offer is most reasonable, even though the Association's offer is higher than the three settlements when viewed in terms of benchmark increases. However, the 20 percent increase in extra-curriculars in Necedah, the 46 percent increase in health insurance in Cashton, and the 28 percent increase in health insurance in Elroy-Kendall-Wilton make up for a great share of the reduced benchmark increases.

They also contend that (1) the settlements in the contiguous schools support the Association's last best offer; (2) the settlements in the area (settled) schools support the Association's last best offer; (3) the statewide settlements support the Association's last best offer.

B. The District

First, with respect to comparables, the Board does not believe there is an issue with regard to what schools should be considered comparable. Arbitrator Michelstetter, in a prior award between the parties, clearly established the Scenic Bluffs Athletic Conference as containing comparable school districts. Further, the Board believes that there is sufficient data in the record without resorting to other school districts upon which the Arbitrator can base a decision. Moreover, the Board suggests that, in the event that the Arbitrator views the Scenic Bluffs Athletic Conference data as insufficient, the Board proposes that three additional schools be looked at as secondary evidence. These three schools are Mauston, Nekoosa and Sparta.

Regarding longevity, the District does not believe the Association has justified their proposal on the basis of comparability. For instance, out of the eight Scenic Bluffs Athletic Conference schools, only four of them have a longevity payment. With respect to the secondary tier of comparable schools, they point out that Sparta and Nekoosa do not have

longevity. Mauston does have longevity. Thus, they believe that when all of the longevity information is considered together, the balance tips back to the Board's favor of not including longevity.

They also believe it relevant, in terms of longevity, to note too that the Association is proposing to increase the amount of the experience increments, which, like longevity, is designed to increase the compensation for those people who have provided long-term service. They argue that such a double-barrelled approach is clearly unwarranted. This argument is based on a review of Board Exhibit 10, the BA Maximum, which shows that New Lisbon has ranked number one. A review of Board Exhibit 12, which is the MA Maximum, will show that New Lisbon, in the last couple of years, has ranked second and third in the conference. A review of Board Exhibit 13, which is the Schedule Maximum, shows that New Lisbon has been right up near, or at the top. Since New Lisbon ranks high at the top of the salary columns, they see no need to use a double-barrelled approach for increasing compensation for long-term employees.

They also contend that there are problems with the wording of the longevity proposal. From a reading of the proposal it is not clear whether longevity is cumulative, or non-cumulative. The language only indicates that a teacher will receive a longevity payment of \$200. They ask, "Does that mean that a teacher receives \$200 regardless of the number of years collecting longevity, or does it mean that the teacher receives \$200 the first year, \$400 the second year and so forth?" Beyond this, they assert there is an even bigger problem with the Association's language. Article XVII, Provisional Improvement, Section E, states in total, "Failure to meet the above requirements shall make the teacher ineligible for advancement on the salary schedule but not ineligible for any base raise granted in the schedule." In other words, if the teacher does not meet the requirements for additional credits, the teacher is ineligible to receive an increment. However, under the Association's proposal, this teacher is arguably eligible for a longevity payment of \$200. They draw attention to the fact that the Association's language states, "When a teacher no longer receives an experience increment, he will receive a longevity payment of \$200". This concept of "no longer receives an experience increment" clearly could cover the situation where a teacher is "ineligible for advancement on the salary schedule". Therefore, since there is no difference between "no longer receives an experience increment" and "ineligible for advancement on the salary schedule", a real problem is created.

Based on this, the Board suggests that Mediators/Arbitrators should not put the Parties into a position of having to have an Arbitrator resolve the meaning of contract language. If there is any doubt in the Arbitrator's mind as to the meaning of a proposed clause, that doubt should be resolved against the person that drafted the language. Resolving the doubt against the person that drafted the language is standard contract interpretation. In this situation, the Association's language is ambiguous enough to raise serious questions as to its implementation with regard to the professional improvement clause and the withholding of an increment. The Arbitrator should not award a clause that is going to cloud the relationship between the parties, put into the collective bargaining agreement conflicting language, and provide a source of contention between the Parties.

The District next focuses on the salary issue. They do this by use of benchmarks and rankings. They believe it is more valid to use benchmarks, because they believe it to be obvious that percentages can be distorted due to insurance costs. They use Cashton as an example. The total package percentage increase at Cashton was 8.41, yet the salary is only

a 6.47 percent increase. The insurance went up over 46 percent. Thus, using a total package approach distorts the amount of money that teachers actually receive as salaries. It is because of this percentage distortion, that benchmarks need to be looked at.

Accordingly, they analyze the increases at the benchmarks in the settled schools in the athletic conference. In terms of rank, they note that with regard to the BA Base, the New Lisbon Board will maintain its number one ranking, regardless of which of the certified final offers prevails in any of the other schools. Also, at the BA Maximum point, New Lisbon will once again retain its number one ranking regardless of which of the certified final offers are accepted in other school districts. At the MA Base, it appears that New Lisbon would retain its number two ranking. Historically, Bangor and Hillsboro have ranked lower than New Lisbon at this benchmark. Thus, it is unlikely that these schools will significantly surpass New Lisbon. At the MA Maximum, historically, Bangor and Elroy have been ranked higher than New Lisbon. This year Elroy still would rank higher, and we would assume that Bangor will keep its number one rating. Only if the Norwalk Association prevails, would Norwalk surpass New Lisbon at this point. At the Schedule Maximum, only if Bangor comes in very high would the New Lisbon ranking at this point slip. According to Association Exhibit 90, for the last two years, Bangor has ranked behind New Lisbon.

The District also believes that total compensation, as well as other factors, are important to consider. For instance, they draw attention to the following: (1) data that shows the District is in line with its health insurance contribution rates; (2) data that shows that New Lisbon is as generous as any school district in the conference with providing sick leave days, emergency leave days, funeral leave days and personal leave days; (3) data that shows that the total number of days that the employee is obligated for in New Lisbon is 181 days. This obligation is the lowest of any school district in the athletic conference. But beyond that, the total number of work days, with the possible exception of Necedah, appears to be the lowest number in the conference. Thus, they suggest that this means that the daily rate of pay for New Lisbon teachers is higher than the daily rate of pay for any of the other teachers in the athletic conference schools.

The District also addresses themselves more specifically to the increment issue. They claim that the increment amount is out of line with the increment amount in the last columns of the athletic conference schools. They note in this regard that in Cashton, the MA+16 lane increment is \$425. Cashton's schedule has 14 increments. Elroy's settlement indicates that the MA+6 column will contain increments of \$460. In Elroy there are 15 increments. In Necedah we have an MA+8 column where the increments are \$450. In Norwalk, the Association proposes in the Masters column an increment amount of \$490 and the Board proposes an increment amount of \$483. Both offers have 12 increments. Finally, in Wonewoc the MA+12 column, under the Board's offer, would have an increment amount of \$430, and under the Association's offer for the same column, an increment amount of \$450. They also note that although New Lisbon has been ranked at, or near the top on the Schedule Maximum in the past, the Association goes beyond just preserving that status, but seeks to increase that status. They seek to increase the position, or status, of New Lisbon at the Schedule Maximum by proposing the second highest increment of any of the settlements or certified final offers. The record does not, in their opinion, indicate any justification for a proposal that is out of line with comparable schools.

Next, even though they believe comparisons to Mauston, Nekoosa and Sparta to be of minimal value, they argue that at the BA starting salary, the BA Maximum and the MA starting salary, both the Board's and Association's offer, dollarwise, are comparable to these three other schools. At the MA Maximum and the Schedule Maximum points on the salary schedule, both offers clearly do not come close to what these three other schools pay. In other words, both offers are fairly competitive at three out of the five benchmarks. At the other two benchmarks, it is clear that historically, the other districts have paid more than has New Lisbon. Simply put, the secondary tier of comparables do not offer much assistance in determining whose offer should prevail.

Last, in terms of economic factors, they contend that New Lisbon has the second highest tax levy of the conference schools. This means, that the New Lisbon taxpayers bear the brunt of providing the cost of education for the students. The other districts do not have to levy the same amount of taxes as New Lisbon does to support the education in those districts. This factor litigates against granting the Association's raise, as there is a significant tax burden already on the taxpayers in New Lisbon. They also assert that their offer is supported by the cost of living data. This data shows that the cost of living for the July, 1983 through July, 1984 national all urban consumers index. That percentage increase is 4.14. The Association's offer of 9.3 percent is almost 125% more than the increase in the cost of living. Accordingly, they argue the general economy, plus the data from the Consumer Price Index, clearly does not support such an "outrageous" offer.

IV. FINDINGS AND DISCUSSION

A. Comparables

If this Arbitrator were faced with the same set of facts as Arbitrator Michelstetter, i.e. that six out of seven Scenic Bluffs schools were settled at the time of the hearing, he too would have limited the comparables to the athletic conference. However, such is not the case presently. Only three out of seven have settled. This simply is not enough schools on which to reliably base a decision. Thus, it is necessary to expand the traditional set of comparables. The Board suggests that Mauston, Nekoosa and Sparta should be considered as secondary comparables. Thus, they agree to some extent that they are comparable. The Association agrees that Sparta, Nekoosa and Mauston are comparable, but argues that other districts within the same size and distance of Sparta and Nekoosa are just as comparable. The Arbitrator agrees. If Sparta, with 140 F.T.E. is comparable, so is Black River Falls with 108 F.T.E., as it is also nearly as proximate to New Lisbon as Sparta is. Pittsville, Tri-County, Westfield, Wisconsin Dells, Baraboo, Ithaca, Richland, and LaFarge are closer in size to New Lisbon than Sparta, and just as proximate as Sparta. Thus, they too are just as comparable.

Accordingly, the schools to be used as comparables, under these facts and circumstances, will include the following schools with settlements for 1984-85:

Cashton	Sparta
Elroy	Richland
Necedah	Baraboo
Mauston	Wisconsin Dells
Nekoosa	Westfield
Pittsville	Tri-County
Black River Falls	

This group forms a more than adequate group of schools which are reasonably proximate and within a reasonable range of size to schools both Parties agree are comparable enough to validate comparisons.

B. Salary Schedule

The following table details the 1983-84 and 1984-85 wage levels in the comparables, and also details the relative difference between New Lisbon in 1983-84 and the comparables, and the relative difference between the final offers and the settlements for 1984-85.

TABLE 1

Comparison of Average Benchmark
Increase in the Comparables versus
New Lisbon
1983-84

	BA Min	BA Max	MA Min	MA Max	Sched Max
Average	\$13,368	\$19,522	\$14,383	\$22,072	\$22,630
New Lisbon	13,650	19,575	14,490	20,790	21,240
Diff. \$/%	+282/2.1%	+53/0.2%	+107/0.7%	-1282/5.8%	-1390/6.1%

1984-85

	BA Min	BA Max	MA Min	MA Max	Sched Max
Average	\$14,165	\$20,692	\$15,414	\$23,835	\$24,703
Board	14,742	20,667	15,582	21,882	22,322
Diff \$/%	+577/4%	+25	+168/1%	-1953/8.1%	-2381/9.6%
Association	\$14,750	\$21,125	\$15,650	\$22,475	\$22,965
Diff. \$/%	+585/4%	+433/2%	+236/1.5%	-1360/5.7%	-1747/7%

The following table details the increases at the benchmarks in 1984-85 in the comparables over 1983-84, and those increases which would result under the offer.

Table 2

1983-84 to 1984-85

Benchmark Increases

Comparables Average v. Final Offer

	<u>Comp. Avg.</u>		<u>Board</u>		<u>Association</u>	
	\$	%	\$	%	\$	%
BA Min	797	5.96	1,092	8.00	1,100	8.05
BA Max	1,170	5.99	1,092	5.57	1,550	7.91
MA Min	1,031	7.16	1,092	7.53	1,160	8.00
MA Max	1,763	7.98	1,092	5.25	1,685	8.10
Schedule Max	2,073	9.17	1,092	5.14	1,725	8.12

Looking at Table number 1, it is noted that at the BA Min in 1983-84, New Lisbon slightly exceeded the average (2 percent), while at the BA Max and MA Min they were very close to the average. Thus, they had at these three benchmarks a reasonably competitive schedule. However, at the MA Max and the Schedule Max, they lagged significantly behind the average 5.8 percent and 6.1 percent, respectively. This would indicate some need to catch up in these two benchmarks.

Under the Board's offer, the relatively healthy positive differential would be increased and competitive rates would be retained at the BA Min and MA Min. However, the already significant negative differentials at the MA Max and Schedule Max would slip even further. For instance, in 1983-84 New Lisbon was behind 5.8 percent or \$1,282. Under the Board's offer this benchmark would be behind the average \$1,953 or 8.1 percent. In 1983-84 the Schedule Max in New Lisbon was behind 1,390 or 6.1 percent. Under the Board's offer in 1984-85, this benchmark would be behind \$2,381 or 9.6 percent. It is noted that this slippage is probably due to the fact that the dollar increase under the Board's offer would be the same at all benchmarks. Whereas, Table 2 indicates increases in the comparables do not stay flat or fixed as you move down and across the schedule.

On the other hand, Table 1 indicates that under the Association's offer some advancement in their relative position would occur at the BA Max and MA Min. In 1983-84, they were within one percent above the average at the BA Max and MA Min. Under the 1984-85 Association offer, they would be two percent and 1.5 percent above the average benchmark level for BA Max and BA Min, respectively. At the MA Max, the Association's offer maintains the 5.7-5.8 percent negative difference, but at the Schedule Max, there is additional slippage, even under their offer from -6.1 percent (-\$1,390) to -7.0 percent (-\$1,747).

Thus, on salary, the Arbitrator is faced with two offers, both of which has some unreasonable aspects. At the BA Base, they are virtually identical. At the BA Max and MA Min, the Association's offer is least reasonable because it, without apparent justification, seeks to increase the positive differentials (from \$53 to +433 or 2 percent at the BA Max and from +107 or 0.7 percent to +236 or 1.5 percent at the MA Min.) The Board's offer is least reasonable at the MA Max and Schedule Max benchmarks because it allows already negative differentials to slip even more. In other words, neither final offer is fully consistent with the comparables.

Weighing these two negative preferences against each other, the Arbitrator must conclude that the Association's offer is marginally more reasonable than the District's offer. This is because, while the Association's offer exceeds the average and increases the previous year's positive margin at the BA Max and MA Min, it does so to a lesser degree than the District's offer increases the previous year's negative margin at the MA Max and Schedule Max. The increased positive differential under the Association's offer is much less dramatic than the increased negative differential under the Board's offer. There is simply no justification for the MA Max to be \$1,953 or 8.1 percent behind the comparable average, or for the Schedule Max to be \$2,381 or 9.6 percent behind. Moreover, the excessive nature of the Association's offer at the BA Max and MA Min is not so great to compel the Arbitrator to accept the negative implications of holding for the District on salary.

C. Longevity

The following list indicates the longevity provisions, or lack of such provisions, in comparable schools.

	<u>Annual</u>	<u>Accumulation</u>
Cashton	\$230	\$2,070
Elroy	250	500
Necedah	435 every 3 yrs	3,480
Mauston	one time increment	
Nekoosa	200 after 20	
Pittsville	---	
Black River Falls	---	
Sparta	---	
Richland	---	
Baraboo	1% of 0 step after 20 years	
Wisconsin Dells	---	
Westfield	Variable	
Tri-County	258/276 -- Depending on lane	

It is noted that a majority of schools have longevity provisions. In addition, it is noted that while unsettled, Bangor, an athletic conference school, has a longevity provision.

This weighs in favor of modifying the contract to add longevity. Also weighing in favor of longevity, is the fact that nearly half of the staff (21.5 of 47.3 full-time employees) are at the top of the scale.

The District did argue that the ambiguity surrounding the manner in which the provision is written weighs against its adoption. Indeed, it is not precisely written. However, the proposal was on the table from a very early point in bargaining, and any fundamental problems or questions could have been addressed in bargaining. In addition, the proposal is clearly, based on the Association's explanation, non-cumulative, thus, there is no potential interpretive problem in this respect.

D. Extra-Curricular Activities

The differences here are difficult to measure against the comparables because of the wide variety of positions and the variable nature of the proposed increases. In any event, the differences in the offers, or the impact of the proposals, is not so great that this issue would control, or be given greater weight, than the other two issues.

E. Offers Considered as a Whole

On the whole, the Association's offer is more reasonable. This is because of the marginal preference for the Association's offer on salary, and because there is not only a need for longevity, but support for such a proposition in a majority of the comparables.

AWARD

The 1984-85 contract between the Parties shall include the final offer of the Association as well as the stipulations of agreement previously agreed to and submitted to the Commission.



Gil Vernon, Mediator/Arbitrator

Dated this 27th day of November, 1985, at Eau Claire, Wisconsin.