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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

STATE OF WISCONSIN
BEFORE THE MEDIATOR-ARBITRATOR

In the Matter of a Mediation-Arbitration :	:	
	:	
between	:	Case 13
	:	No. 34691 MED/ARB-3216
BANGOR EDUCATION ASSOCIATION	:	Decision No. 23049-A
	:	
and	:	
	:	
BANGOR SCHOOL DISTRICT	:	

Appearances:

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

Gerald Roethel, Executive Director, Coulee Region United Educators appearing on behalf of the Bangor Education Association.

Arbitration Award

On November 20, 1985 the Wisconsin Employment Relations Commission, pursuant to 111.70(4)(cm)6b of the Municipal Employment Relations Act appointed the undersigned as mediator-arbitrator in the matter of a dispute existing between the Bangor Education Association, hereafter referred to as the Association and the Bangor School District, hereafter referred to as the District. An effort to mediate the dispute on February 20, 1986 failed. On February 27, 1986 a hearing was held at which time both parties were present and afforded full opportunity to give evidence and argument. No transcript of the hearing was made. Initial briefs were exchanged on March 28, 1986 and reply briefs on April 11, 1986.

Background

The District and the Association have been parties to a collective bargaining agreement the terms of which expired on July 31, 1984. The parties exchanged their initial proposals for a successor agreement on October 1 and 24, 1984 and thereafter met on six additional occasions. Failing to reach an accord, the Association filed a petition with the Wisconsin Employment Relations Commission on March 1, 1985 to initiate mediation-arbitration. After duly investigating the dispute, the WERC certified on November 4, 1985 that the parties were deadlocked and that an impasse existed.

Statutory Factors to be Considered

- 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. Comparisons of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees 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 employees, including direct wage compensation, vacation, holidays, and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all 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.

Final Offers of the Parties

The Association's Final Offer

The Association proposes to change the contractual relationship between the parties in the following manner (See Appendix A):

1. A new salary schedule for 1984-85 with a BA base of \$14095.
2. A new salary schedule for 1985-86 with a BA base of \$15580.
3. Longevity payments to remain unchanged from the current contract.

The District's Final Offer

The District proposes the following changes for 1984-1986, (See Appendix B):

1. The 1984-85 salary schedule shall have a BA base of \$14120.
2. The 1985-86 salary schedule shall have a BA base of \$15375.
3. Longevity - Beginning 1984-85 school year, cap at \$400 as maximum amount to be received.

The Comparables to be Applied

The Parties are at impasse over the District's salary schedules for the years 1984-85 and 1985-86. In this regard they present the arbitrator with an interesting dilemma. Both sides agree that the school districts of the Scenic Bluffs Athletic Conference, of which the Bangor School District is a member, should be the primary set of comparables for the determination of the 1984-85 salary increase. Applying this set of comparables, as shall be indicated below, presents no insurmountable problems since Bangor is the only district in its conference without an agreement for 1984-85.

In so far as 1985-86 is concerned, however none of the Scenic Bluffs school districts is settled. Herein lies the rub. With no settlements in the primary comparables a new set of comparables must be developed and applied. In this regard, the Parties offer completely opposite positions.

Thus, the Association suggests a number of possible points of comparison. First, by reference to a series of arbitration awards in which Scenic Bluff districts are compared to nonconference schools an expanded list of 28 districts is created. Of these, however, only seven have salary agreements for 1985-86.

The Association also creates a second expanded list of potential comparable districts using a geographical criterion of a radius of seventy miles around Bangor. The Association argues that this is necessary for lack of settlements in Western Wisconsin. This set provides 19 settlements.

Third, as "one of reference" the Association also proposes a set of 194 statewide comparables now settled for 1985-86 which it contends demonstrate that settlements generally in the state are "incredibly far ahead of Bangor."

The District disputes the relevance of each of these three sets of comparables. For example, many of the districts proposed by the Association are challenged as unlike Bangor in that they are not agricultural-rural. Thus, the Employer would strike from the Association's lists such districts as Wisconsin Rapids, Altoona, Fall Creek, Mondovi, Osseo-Fairchild and La Crosse. Others including Highland, Alma, Westfield, Boscobel, Fennimore, and Pittsville were challenged as beyond a valid geographical line. And still others were dismissed as too large - Onalaska - or in the second year of a two year agreement; e.g. Viroqua, Seneca and Cochrane-Fountain City. The District's exclusions leave only La Farge and North Crawford which, in its opinion, is a grouping too small to be meaningful.

The District dismisses the statewide comparables on the basis that it could not verify the evidence submitted by the Association.

The apparent inescapable logic of the District's position on the comparables is to reject the use of this statutory criterion totally. Thus, it concludes, "Therefore, the question remains, 'Where is the appropriate pattern to come from?' The Board believes the appropriate pattern is not yet in existence and therefore the arbitrator must look to other factors required to be considered under 111.70 4(cm)7., Wis. Stats.".

The Association takes issue with the District's contention that one must distinguish between rural and urban districts and that the two are not comparable. "That argument is simply not

true. Generally accepted standards have conference schools as comparable without respect to urban or rural", says the Association, adding, "The WIAA does not look at urban or rural factors when it groups schools together for athletic conferences." Moreover, suggests the Association, while it is true that the Bangor school district has some farmers, "it also has a large number of industrial commuters."

Size is also a standard by which the District would eliminate several of the schools included in the Association's lists of comparables. To this point, the Association responds that if you look at the range in district sizes within the Scenic Bluffs Athletic Conference there is great variation from the smallest, Wonewoc, to the largest Elroy-Kendall-Wilton. Therefore, concludes the Association size is not a critical factor in comparability.

Finally, to the complaint that several of the districts in the Association's grouping are in the second year of a two year settlement, Seneca and Cochrane-Fountain City, the Association responds simply, "This is the identical situation to Bangor."

Responding to the District's criticisms of its earlier sets of comparables, the Association then offers two new sets. The first set, by incorporating North Crawford, La Farge, Seneca and Cochrane-Fountain City would essentially cover an arc extending from Bangor to Necedah, excluding the larger districts of Onalaska, La Crosse and Viroqua. As a second compromise set, drawn it says from the District's original list, the Association would add Alma, Gilmanston and Osseo-Fairchild to provide a grouping of seven comparable districts.

The Arbitrator's Set of Comparables

As indicated above, the Parties do not disagree that the Scenic Bluffs Athletic Conference should be the standard of comparison to determine the 1984-85 Bangor District salary schedule. Table One below indicates the characteristics of the Conference by numbers of FTE teachers and pupils. These characteristics, in turn, will be useful in assembling a compromise set of comparables which will be applied in attempting to resolve the dispute on the 1985-86 salary schedule.

TABLE ONE

Scenic Bluffs Athletic Conference Membership
by Member District, Number of FTE Teachers and Pupils
1984-85

<u>School District</u>	<u>FTE</u>	<u>Pupils</u>
Elroy	71	959
New Lisbon	46	689
Hillsboro	39	600
Bangor	36	539
Cashton	36	523
Necedah	35	497
Norwalk	34	448
Wonewoc	31	468
Conference Average	41	591

In the following, Table Two, the Arbitrator has compiled a compromise set of comparables, which in the absence of voluntary settlements in the Scenic Bluffs Athletic Conference are intended by size and location to provide a set of reasonable benchmark

districts. In so doing, he specifically rejects the District's contention that no valid patterns exist by which the statutory criterion of comparables can be applied. In the first place, while the various criteria are unweighted, studies of the application of 111.70 first by Bellman-Krinsky in the early 1980's and then by the more recent Joint Legislative Study Committee clearly establish that the single most important criterion used by all participants is paragraph (cm)7d., the so-called "comparables" section of the statute. Moreover, while the Wisconsin Legislature subdivided that particular criterion in its 1986 amendments it specifically rejected efforts to add an arbitrary weighting scheme to the statutory criteria. For these and related reasons, the undersigned concludes that the comparables criterion should be abandoned only under exceptional circumstances and such have not be established by the District here.

TABLE TWO

Arbitrator's Composite Set of Comparables
by District, FTE Teachers and Pupils
1984-85

<u>District</u>	<u>FTE</u>	<u>Pupils</u>
Viroqua	84	1271
Boscobel	66	991
Osseo-Fairchild	63	1056
Mondavi	58	998
Cochrane-Fairchild	53	798
Pittsville	49	745
North Crawford	43	651
Bangor	36	539
Seneca	35	423
La Farge	26	288
Alma	25	374
Gilmanton	20	260
Composite Average	46	699

By comparison between Table One and Table Two it can be seen that averages for the two groupings are not significantly dissimilar in FTE or pupil numbers, 41 versus 46 and 591 versus 699, to invalidate them. In addition, they fall only slightly beyond the geographic arc established by the radius of Bangor to Necedah. Further, those districts such as Onalaska and Altoona which are clearly suburban districts to the much larger urban areas of La Crosse and Eau Claire have been excluded. Moreover, since the record contains no explicit evidence on the issue of rural-urban dichotomies the arbitrator has made no effort beyond what seems reasonable at the extremes to exclude particular districts which would otherwise fall within the geographic or size criteria.

Two final points are necessary before the criteria are concretely applied. First, the Arbitrator has chosen to expand the set of comparables beyond those proposed by the Association in its ultimate sets of groupings. In its reply brief the Association draws a series of geographic arcs, labeled red, blue and green which it uses to identify two sets of comparables. One set contains four districts and the other seven. The undersigned concludes that a set with only four comparables is too small to provide meaningful conclusions. The second set is only slightly better and would be employed were there no other choice. However, there is another choice, the Arbitrator's Composite grouping which contains twelve districts.

As a final note at this point, the Arbitrator also finds persuasive the Association's argument that districts which are in the second year of a voluntary agreement should be not be arbitrarily excluded. The main dispute between the Parties herein is the 1985-86 salary schedule which would be the second year of the proposed Agreement. Thus, as the Association points out, this is a similar set of circumstances for a number of other districts which in other respects would meet the standards applied here. This is sufficient reason for the Arbitrator therefore to include such districts.

The Salary Issues

The 1984-85 Salary Schedule

The Association begins the defense of its 1984-85 salary schedule offer with the contention that the District's counterpart offer is intended merely to improve benchmarks and not teacher salaries. Thus, it argues 45 percent of the staff are in the BA+8, BA+15 and BA+23 columns. These columns, under the District final offer would receive less than columns such as that for BA where there are proportionately fewer teachers. The consequence is that teachers with fewer credits earned will receive larger pay increases than those with more credits.

Secondly, the Association would also argue that the 1984-85 salary schedule proposed by the District is flawed by the way it treats the column differentials. Review of the District's final offer for the first year reveals that while the differentials between four of the five columns would remain at \$200 an exception would be made for the BA+23 to MA column which would jump from \$325 to \$505. This, asserts the Association, will result in a situation in which "...79% of the staff will not benefit from this improvement." As a final consideration, also related to the District's salary schedule structure offer, the Association calls the Arbitrator's attention to the District's handling of the experience increment. Again, the contention is that the District, in seeking to raise the increment paid for experience in the BA column to an equivalent to that for the BA+8, BA+15 and BA+23, is motivated solely to improve the benchmarks of BA, Step 7 and BA maximum.

On the other side of the coin the District sees the issues of the 1984-85 in a different light. First, the District argues that when it proposes greater increases for the BA lane it is doing so as a form of "catch-up". Historically, Bangor has had a lower paying BA lane than the average of its athletic conference schools and its action in this regard is intended to raise this lane "to a status relatively equal to that of the ranking status of the remaining lanes."

With regard to the argument over the column differentials the District, without explanation, simply says it is proposing to hold the status quo on all lanes except that separating the Bachelor's degree from the Master's degree.

As for its proposed experience increment changes, the District responds that it is doing no more than what the Association proposes to do with the column differentials.

Discussion

In the first place, the Association seems to ascribe primarily a tactical objective to the District's offer for 1984-85 rather than a sincere effort to benefit its teaching staff. The Arbitrator is not persuaded by this line of reasoning

but even assuming he were several comments are in order. On the one hand, such behavior by either side would not be either novel or unexpected given the structure and policies of 111.70. Each side must bargain with a view to satisfying both its real needs and the possibility (probability?) that it will have to defend as reasonable its final offer before an arbitrator. Some would argue that as a result, from the very beginning of negotiations, demands are formulated and strategies adopted to give each side maximum leverage not with each other but before the eventual arbitrator. We would be naive to think otherwise.

On the other hand, a brief examination of even a small collection of salary schedules reveals a wide variety of practices in such factors as number of lanes, experience increments, column differentials and the like. What was traditional in a schedule one year may be changed the next as need, expedience or compromise dictate. In the instant case both Parties have proposed changes which will benefit some staff more than others. It is not the mere fact that change as been proposed or even the motivation for the change that are important in the dispute before us. On the contrary, what is determinative in the end result are the consequences for the teachers and the district which flow from the change.

Using the Athletic conference schools as comparables the impact of the respective 1984-85 salary offers will be assessed below.

TABLE THREE

Conference School Settlements
1984-85

District	Salary Dollars	Salary %	Package Dollars	Package %
Cashton	\$1204	6.47%	\$2027	8.41%
Elroy	1370	7.42	2034	8.51
Hillsboro	1571	8.90	1993	8.50
Necedah	1451	8.29	1866	8.42
New Lisbon	1828	9.88	2248	9.28
Norwalk-Ont.	1577	8.72	2164	9.36
Wonewoc	1294	7.42	1519	6.52
Conf. Ave.	1471	8.16	1979	8.43
Bangor-Assn.	1477 (+6)	8.27 (+.11)	2097 (+118)	8.64 (+.21)
Bangor-Bd.	1393 (-78)	7.80 (-.36)	1998 (+ 19)	8.24 (-.19)

Looking at Table Three we see that the Association's offer is closer to the conference average for salary dollar and salary percentage increase. The District's offer is closer on package

TABLE FOUR

Conference School Settlements
Salary Benchmark Analysis, by Rank
1981-85

	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>	<u>1984-85</u>
BA Min	3	5	6	6(Bd) 6(Asn)
BA 7	3	4	5	5(Bd) 6(Asn)
BA Max	6	6	6	7(Bd) 8(Asn)
MA Min	5	6	8	5(Bd) 5(Asn)
MA 10	3	3	4	4(Bd) 4(Asn)
MA Max	1	1	1	3(Bd) 3(Asn)
Sch. Max	1	2	2	3(Bd) 3(Asn)

Table Four analyses the extent to which changes would occur in the Conference ranking of Bangor at seven salary benchmarks as a result of the Parties' respective final offers. Going down the benchmark list, no change would occur at the BA base from either offer; at BA 7 the Board's offer would provide no change while the Association would drop the ranking one position. The BA maximum benchmark would drop one position by the Board's offer and two from that of the Association. At the MA base both offers would raise the ranking three positions; both at the MA 10 will leave the ranking unchanged; both would drop the ranking two places for the MA maximum; and both would drop the ranking one place at the Schedule maximum. In sum, the two sets of final offers on the 1984-85 salaries would have the same ranking effect on five of the seven benchmarks while for the remaining two the Association's offer will result in a greater change. This analysis brings us to a similar conclusion as the previous one. That is, there is little to choose at this point between the two offers. If one were forced to choose however, and in contrast to the dollar and percentage changes, the District's offer would be slightly preferred.

The Arbitrator concludes from the above that the Parties' final offers with respect to the 1984-85 salary schedule are not significantly different and therefore no clearcut determination between them can be made. Thus, any decision in this matter will have to rest on other aspects of the dispute.

The 1985-86 Salary Schedule

As indicated above the Parties have taken diametrically opposed positions with regard to the 1985-86 salary schedule. The District contends that it is impossible to establish a pattern of settlements by which a valid set of comparables can be constructed. Therefore, says the District other statutory factors must be applied to resolve the dispute. The Association, on the other hand, offers a number of different groupings which range in size from 4 at the regional level to 194 at the

statewide level.

The Arbitrator has already indicated that he is not persuaded that it is appropriate or necessary to abandon the comparables criterion at this point. Therefore drawing on the documents placed in the record by the Parties the undersigned has constructed a 12 district composite grouping which will be applied below.

In applying the composite grouping it would be appropriate to begin by comparing the respective dollar and percentage salary and total packages for 1986 over 1985. Unfortunately, the record is incomplete in this regard with information on this point available for only three of the twelve benchmark districts. As consequence other salary information will have to be evaluated.

In Table Five, using the composite comparables as a base, the magnitude and direction of changes in rankings at seven benchmarks will be examined. The analysis here will be similar to that carried out in Table Four except that the Arbitrator's grouping will be used instead of the District's athletic conference and the time period will be carried forward to 1985-86.

TABLE FIVE

Salary Benchmark Rankings
Arbitrator's Composite Group
N = 12

	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>	<u>1984-85</u>	<u>1985-86</u>
BA	5	8	7	6(Bd) 7(Asn)	5(Bd) 4(Asn)
BA 7	8	7	7	7(Bd) 7(Asn)	8(Bd) 6(Asn)
BA Max	8	6	5	4(Bd) 6(Asn)	10(Bd) 4(Asn)
MA	8	9	8	8(Bd) 8(Bd)	9(Bd) 7(Asn)
MA 10	7	9	9	9(Bd) 10(Asn)	10(Bd) 10(Asn)
MA Max	6	6	9	10(Bd) 10(Bd)	10(Bd) 10(Asn)
Sch. Max	7	7	9	10(Bd) 10(Asn)	10(Bd) 10(Asn)

The overall trend in the District's rankings on the seven benchmarks is indicated in the Table. What is most important to our analysis here, however is to assess the extent of change in the rankings from 1983-84 which would occur by 1985-86 as a consequence of the Parties' final offers. Going down the benchmarks, for example we see that at the BA minimum the 1985-86 salary offer of the District would raise Bangor's position by two places while that for the Association would improve the ranking by three. At BA 7 the Board's offer would drop the District one position while the Association would raise the District by one. For the BA maximum benchmark the ranking would fall from the 5th to the 10th places by the District's offer while it would improve one position by the Association's offer. At the MA minimum the

respective offers would result in a one position movement in opposite directions. Finally, the changes would be identical in direction and magnitude at the remaining three benchmarks.

In sum, the benchmark ranking analysis presents a mixed picture for the two sets of salary offers. On five of the seven benchmarks the effects on the rankings for the two offers are identical. Only on the BA minimum and the BA maximum are the results different. In the former case the Association's offer would provide the greatest change from 1983-84 while in the latter case, the District's offer would have the biggest impact. The analysis at this point is therefore inconclusive, necessitating an additional step in the evaluation of the two sets of offers.

In the following table, Six, salary benchmark analysis will again be employed but with the focus on dollar differences from the Composite grouping average as these were established by reference to 1983-84. Here again we are interested in the amount and direction of change over the term of the proposed contract, In this instance, however, we shall be interested in absolute dollar amounts not in ranked position.

TABLE SIX

Dollar Differences at Seven Salary Benchmarks
Arbitrator's Composite Grouping
N = 12

	<u>1981-81</u>	<u>1982-83</u>	<u>1983-84</u>	<u>1984-85</u>	<u>1985-86</u>
BA	-51	-89	-60	+9(Bd) -16(Asn)	+229(Bd) +434(Asn)
BA 7	-147	-154	-480	-313(Bd) -368(Asn)	-413(Bd) -28(Asn)
BA Max	+82	+116	-193	-352(Bd) -437(Asn)	-634(Bd) -69(Asn)
MA	-173	-293	-260	-138(Bd) -143(Asn)	-123(Bd) +102(Asn)
MA 10	-310	-450	-750	-891(Bd) -896(Asn)	-1408(Bd) -898(Asn)
MA Max	+157	+73	-425	-788(Bd) -733(Asn)	-1412(Bd) -662(Asn)
Sch Max	-224	-730	-770	-1257(Bd) -1212(Asn)	-2045(Bd) -1245(Asn)

Table Six shows the following. At the BA minimum in 1983-84 Bangor School District was \$60 below the average for our composite group. By 1985-86 both offers would put the District above the average: the Board's offer would place teachers at this level some \$229 over while the Association's offer would increase the difference to +\$434. At BA 7 what had been a difference of -\$480 would be -\$413 by the Board's offer and only -\$28 by that of the Association. Looking at the BA Max benchmark the difference of -\$193 would become -\$634 by the District's offer and -\$69 by the Association's. At the MA minimum the salary differentials would change from a minus \$260 to -\$123(District) and +102(Association).

As we continue the salary differential analysis we see that at MA 10 what had been a minus \$750 below the composite average in 1983-84 would grow to -\$868 from the Association's offer and

by more than twice, to -\$1408, by the District's offer. At MA Maximum the differential of -425 in the base year would be -\$662 by the Association and would more than triple by the District's offer to -\$1412. Finally at the Schedule Maximum both offers would increase the already existing negative differential from -\$770 to -\$1245(Association) and -\$2045(District).

The analysis in Table Six gives us the first unambiguous results of the series of evaluations carried out up to now on the issue of the 1985-86 salary schedule offers. On the one hand, the Board's offer provides a closer approximation of the norm which existed in 1983-84 on three of the salary benchmarks than does that of the Association: Ba Minimum, BA 7, and MA Minimum. The Association's thus provides for the least change on the four benchmarks of BA Maximum, MA 10, MA Maximum and the Schedule Maximum.

On the other hand, the District's offer has the greatest magnitude of change particularly at the three highest benchmarks. For example, at MA 10 the differential would double, at MA Max it would triple and at the Schedule Max it would also nearly triple as a result of the District's offer. At the end of the contract term the most experienced and highly trained of the Bangor Staff would have fallen well behind their counterparts in comparable school districts. For the above reasons, at least on the comparables criterion, the Arbitrator concludes that the Association's offer is to be preferred.

Other Criteria to be Considered

The District, in its rejection of the applicability of comparables criteria for the 1985-86 salary dispute, has suggested three other statutory criteria as appropriate. These are Section 7(c), (e) and (f) of 111.70(4)(cm). Each of these "other" criteria will be examined in turn below.

The Interests and Welfare of the Public and the Financial Ability of the Unit of Government to Meet the Costs of Any Proposed Settlement

The Board denies, first of all, that it has any intention of arguing that the District is unable to pay. Rather, contends the Board the issue centers on the fact that Bangor is a rural-agricultural district in which many of the District's taxpayers are farmers. The farm sector is especially hardpressed economically and this in turn has serious implications for the District. Thus, a salary demand of the magnitude proposed by the Association, by the Board's reasoning, is excessive and should be rejected.

The Association, for its part argues the other side of the coin, contending that in the absence of financial deficits, tax defaults or high levy rates or other signs of economic hardship the District certainly can afford the increase requested without imposing undue burdens on its taxpayers.

Second, the Association asserts that the farm sector problems of the District are no different from those of other comparable districts. Both Parties agree that the Bangor School District is not unique in this respect. Therefore, holds the Association, "What is necessary to consider is the pattern of settlements (those who have settled). Numerous arbitrators have agreed with this theory." And further, the Association goes on to say, "The rationale enunciated by neutrals is clear - - the area settlement pattern is of crucial importance unless it is shown that the District's economic climate is less favorable than that of comparables."

The undersigned agrees with the Association that arbitral doctrine is well settled on this point. Were the record replete with evidence supporting a basis to hold this District apart financially or economically from otherwise similar school districts we would reject the relevance of the prevailing settlements doctrine. The Board in fact, however, would specifically have the Arbitrator disregard an ability to pay criterion. Moreover, in terms of the 1984-85 salary dispute, the comparables provided by the District's athletic conference are urged upon the Arbitrator as the primary consideration by the Board.

Under the circumstances, the Arbitrator finds no compelling reason either to assess the Board's ability to pay on the one hand; or to give primary weight to the argument that the Association's salary offer is not in the public interest, on the other hand.

The Cost of Living

The Board argues also that its offer is more in keeping with recent changes in the cost of living as measured by the U.S. Department of Labor's Consumer Price Index. While not denying this, the Association counters that while this may be the case, the true measure of the cost of living as it would be applied in a dispute such as this is again, prevailing patterns of settlement. To bolster its claim in this regard, the Association cites a lengthy list of arbitral holdings which have accumulated over a number of years.

The undersigned, also accepting the argument that arbitral doctrine is well established here too, finds no basis to reject the Association's claim. The record herein shows no evidence or testimony to the effect that the Bangor School District has suffered inflationary pressures of a different direction or magnitude from those of comparable school districts.

The Overall Compensation Presently Received by the Municipal Employees

The Board next calls the Arbitrator's attention to the fringe benefits and working conditions provided to the Bangor teaching staff. In this respect, argues the Board, ". . . Bangor teachers have the shortest class periods (45 minutes) and more preparation periods than do any of the other teachers in the conference. The working conditions of the District, in these terms, are the best in the athletic conference." The Board also cites its dental coverage, life insurance and disability insurance as available only in a small proportion of other Conference schools.

The Association's counterargument with respect to fringes is to contend first of all that the benefits provided by the District are common to most school districts in Wisconsin. Second, while the Board may cover additional types of insurance made available only in a few other districts, the amount actually spent for family health, dental and LTD is still only roughly equivalent to what is spent in the other Districts not having all types of insurance. "The unanswered question," contends the Association, "is the level of coverage in health insurance. The record is not clear in this respect." Finally, the Association also asserts that the Board fails to mention reduced health insurance benefits received by the Bangor teachers in exchange for dental and LTD coverage.

The variety of compensation systems and working conditions under which teachers in Wisconsin are employed is almost impossible to comprehend. This fact is well illustrated by the Board's exhibit #29 - "Composition of the School Day". This exhibit lists the number of periods per day and their divisions

including class time, preparation time and supervision for the Scenic Bluff Athletic Conference school districts (High Schools only). Half of the Conference schools have eight period days while the remainder utilize seven periods. Some permit only one "prep" period others provide for two. Some assign study halls and others do not. In one instance, Cashton, a trimester system is used in which teachers have two classes per trimester, each of which is apparently two hours in length. The remainder of the day is spent in study or assigned duties. No information is provided as to class size or number of different classes taught. Under the circumstances, can one judge which are the best working conditions merely by the length of the class period? The undersigned thinks not.

Cost, coverage, and type of insurance based benefits also show great differences from one district to the next. Some variation may be a function of carrier but as often as not it may occur as a consequence of compromise at the bargaining table. Given the information entered into the record by the Parties the Arbitrator is unable to determine whether the fringe benefits and working conditions of the Bangor staff are demonstrably better than in comparable districts. We do not think that the District should be penalized if it is able to provide a larger number of insurance benefits to its teachers than elsewhere in the Conference for roughly the equivalent cost. However, as the Association states, the amount of actual coverage provided is also important and this consideration is an open question.

At any rate, given the uncertainties involved in the above and the greater importance of other issues it is clear that the outcome of the instant dispute must turn on other matters.

The Longevity Issue

One of the thorniest points of contention between the Parties is the question of how payment for longevity will be handled under the new contract. As part of its final offer, the District submits that beginning with the 1984-85 the maximum amount payable under the longevity provision would be \$400. The contract currently provides that longevity payments will be made as follows: "(\$200. per year) X Number of years without increment. The number of years counted will commence with the 1982-83 school year."

The Association argues in favor of the current language. The dispute thus centers only indirectly on the amount of the longevity payment and instead the bone of contention is whether this amount should be capped at some point.

Within the Scenic Bluffs Athletic Conference four districts, in addition to Bangor, provide longevity payments. Cashton offers \$230 per year; Necedah pays \$435 every three years but makes this contingent upon a performance evaluation; Elroy-Kendall-Wilton permits \$250 per year; and New Lisbon pays \$200 per year.

The Board contends, first of all, that the Conference comparables support its position since only Cashton of the eight schools has a longevity provision similar to Bangor's. Second, the Board would also argue that the payment must be capped to control costs. In this regard, it cites with approval Arbitrator Malamud's award and opinion in a mediation-arbitration previously involving the Parties. (Dec. No. 21121-A, May 18, 1984).

The Association disputes the conclusion that Necedah, Cashton and Elroy have capped longevity. None of the three, asserts the Association, is capped and in fact it is alleged

that Cashton paid up to ten longevities in 1984-85. Thus, by its reckoning, excluding Bangor, three of the other seven Conference districts have uncapped longevity payment systems. "No one," argues the Association, "has this type of to two-step longevity proposal".

The Association concludes, citing Arbitrator Vernon in City of Madison (Library), MED/ARB Dec. No. 22001-A to the effect that having lost on a previous arbitration the burden is on the employer who wishes to make changes through arbitration. Thus, says the Association, the District offers no quid pro quo for acquiring a cap. Instead it offers salary dollars that are the third lowest of the seven conference settlements.

A review of Arbitrator Malamud's award indicates that his preference for the District's position on the longevity issue was two-fold: (1) the Association's proposal was not supported by the comparables and (2) the District did not have the ability to pay for it. It is clear, that at least in so far as the District's ability to pay that is not being argued in the instant dispute. Moreover, at this point in time the comparables are mixed and do not support clearly one side or the other.

The argument which is most cogent in the undersigned's view, however, is that cited by Arbitrator Vernon. That is, regardless of the facts upon which Arbitrator Malamud reached his conclusion, the circumstances herein are now different. The burden has indeed shifted to the District to support a basis for the termination of the contractual status quo. In meeting this burden, the Board must demonstrate clearly that the longevity provision is unworkable contractually or financially unsound. Arbitrator Malamud was rightfully concerned with the District's apparent precarious economic situation in 1984. If indeed, this provision has had significant negative consequences since its inception the record of this case should show such unequivocally. Since such evidence is lacking, the burden remains and with it the status quo. On this issue, the Arbitrator therefore finds for the Association.

Summary

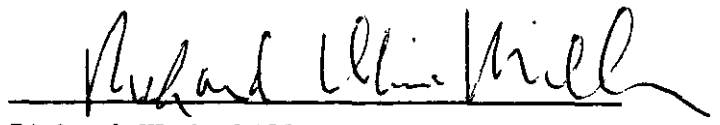
On balance the Arbitrator concludes that the evidence is inconclusive on the issue of the 1984-84 salary offers but supports the Association in its positions for the 1985-86 salary schedule and the longevity question.

In light of the above discussion and after careful consideration of the statutory criteria enumerated in Section 111.70(4)(cm)7 Wis. Stat. the undersigned concludes that the Association's final offer is to be preferred and on the basis of such finding renders the following:

AWARD

The final offer of the Association together with prior stipulations shall be incorporated into the Collective Bargaining Agreement for the period beginning August 1, 1984 and extending through July 31, 1986.

Dated at Madison, Wisconsin this 9th day of July, 1986.


Richard Ulric Miller, Mediator-Arbitrator

Appendix A

RECEIVED

NOV 01 1985



COULEE REGION UNITED EDUCATORS

2020 Caroline Street • La Crosse, WI 54603
Mailing Address: P.O. Box 684 • La Crosse, WI 54602-0684

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

JAMES C. BERTRAM
THOMAS C. BINA
GERALD ROETHEL
Executive Directors

(608) 781-1234

October 30, 1985

Robert McCormick
Wisconsin Employment Relations Commission
P. O. Box 7870
Madison, WI 53707

Dear Mr. McCormick:

RE: Bangor School District
Case 13 No. 34691 MED/ARB - 3216

Enclosed please find a copy of the Association's last best offer in the captioned case. We have included the reference to 6 percent retirement. The longevity remains unchanged from the current contract language. If you need additional information, please advise.

Thank you for your assistance in this matter.

Sincerely,

COULEE REGION UNITED EDUCATORS

Gerry
Gerald Roethel, Executive Director

GR/rr

Enclosure

APPENDIX A CONT.
SCHEDULE / FORMAT

RECEIVED

NOV 01 1985

Base	LaneInc1	LaneInc2	LaneInc3	LaneInc4	LaneInc5
14095	250	250	250	375	350
	BA Incre	BA+8Inc	Ba+15Inc	Ba+23Inc	MA Incre
	455	465	465	465	475

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

84-85 SCHEDULE

Step	BA	BA+8	BA+15	BA+23	MA	MA+12
1	14095	14345	14595	14845	15220	15470
2	14550	14810	15060	15310	15695	15945
3	15005	15275	15525	15775	16170	16420
4	15460	15740	15990	16240	16645	16895
5	15915	16205	16455	16705	17120	17370
6	16370	16670	16920	17170	17595	17845
7	16825	17135	17385	17635	18070	18320
8	17280	17600	17850	18100	18545	18795
9	17735	18065	18315	18565	19020	19270
10	18190	18530	18780	19030	19495	19745
11	18645	18995	19245	19495	19970	20220
12	19100	19460	19710	19960	20445	20695
13	19555	19925	20175	20425	20920	21170
14		20390	20640	20890	21395	21645
15			21105	21355	21870	22120
16					22345	22595

SCHEDULE / FORMAT

Base	LaneInc1	LaneInc2	LaneInc3	LaneInc4	LaneInc5	
15580	250	250	250	375	250	
	BA Incre	BA+8Inc	Ba+15Inc	Ba+23Inc	MA Incre	MA+12Inc
	490	500	500	500	510	510

85-86 SCHEDULE

Step	BA	BA+8	BA+15	BA+23	MA	MA+12
1	15580	15830	16080	16330	16705	16955
2	16070	16330	16580	16830	17215	17465
3	16560	16830	17080	17330	17725	17975
4	17050	17330	17580	17830	18235	18485
5	17540	17830	18080	18330	18745	18995
6	18030	18330	18580	18830	19255	19505
7	18520	18830	19080	19330	19765	20015
8	19010	19330	19580	19830	20275	20525
9	19500	19830	20080	20330	20785	21035
10	19990	20330	20580	20830	21295	21545
11	20480	20830	21080	21330	21805	22055
12	20970	21330	21580	21830	22315	22565
13	21460	21830	22080	22330	22825	23075
14		22330	22580	22830	23335	23585
15			23080	23330	23845	24095
16					24355	24605

District paid Teacher Retirement - 6%

APPENDIX B

FINAL OFFER

OF THE

SCHOOL BOARD, SCHOOL DISTRICT OF BANGOR

1. Article IV, Conditions of Employment

A. Medical Exam 1. - Replace "should include" with "shall be limited to."

2. New Article

Effective January 1, 1986, the school board shall pay the six percent (6%) employee's required contribution to the Wisconsin Retirement System (WRS).

3. Appendix B - Salary Schedule - 1984-85

(See attached)

4. Appendix B - Salary Schedule - 1985-86

(See attached)

5. Longevity

Beginning 1984-85 school year, cap at \$400 as maximum amount to be received.

KJW
10/14/85

District: bangor

Schedule: ba4505

Step	BA ²⁰⁰	BA + 8 ²⁰⁰	BA + 15 ²⁰⁰	BA + 23 ²⁰⁰	BA MA ⁵⁰⁵	MA + 12 ²⁰⁰
0	14120	14320	14520	14720	15225	15425
1	14580	14780	14980	15180	15700	15900
2	15040	15240	15440	15640	16175	16375
3	15500	15700	15900	16100	16650	16850
4	15960	16160	16360	16560	17125	17325
5	16420	16620	16820	17020	17600	17800
6	16880	17080	17280	17480	18075	18275
7	17340	17540	17740	17940	18550	18750
8	17800	18000	18200	18400	19025	19225
9	18260	18460	18660	18860	19500	19700
10	18720	18920	19120	19320	19975	20175
11	19180	19380	19580	19780	20450	20650
12	19640	19840	20040	20240	20925	21125
13		20300	20500	20700	21400	21600
14			20960	21160	21875	22075
15					22350	22550

KF 10/11/85

1984-85

District: bangor

Schedule: ba5601

Step	BA	BA + 8	BA + 15	BA + 23	MA	MA + 12
0	15375	15575	15775	15975	16480	16680
1	15835	16035	16235	16435	16955	17155
2	16295	16495	16695	16895	17430	17630
3	16755	16955	17155	17355	17905	18105
4	17215	17415	17615	17815	18380	18580
5	17675	17875	18075	18275	18855	19055
6	18135	18335	18535	18735	19330	19530
7	18595	18795	18995	19195	19805	20005
8	19055	19255	19455	19655	20280	20480
9	19515	19715	19915	20115	20755	20955
10	19975	20175	20375	20575	21230	21430
11	20435	20635	20835	21035	21705	21905
12	20895	21095	21295	21495	22180	22380
13		21555	21755	21955	22655	22855
14			22215	22415	23130	23330
15					23605	23805

1/14/85
R 2111

1985-86