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DEC 19 1986

STATE OF WISCONSIN
BEFORE THE MEDIATOR-ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

 In the Matter of a Mediation-Arbitration :
 between :
 NECEDAH AREA TEACHERS : Case 6 No. 35937
 ASSOCIATION : MED/ARB-3608
 and : Dec. No. 23583-A
 NECEDAH AREA SCHOOL DISTRICT :

Appearances:

Kenneth Cole, Director, Employee Relations Wisconsin Association of School Boards, appearing on behalf of the Necedah Area School District.

Gerald Roethel, Executive Director, Coulee Region United Educators, WEAC, appearing on behalf of the Necedah Area Teachers Association.

Arbitration Award

On May 19, 1986 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 Necedah Area Teachers Association, hereafter referred to as the Association, and the Necedah Area School District, hereafter referred to as the Board. An effort to mediate the dispute on July 31, 1986 failed. On July 31, 1986 a hearing was also held at which time both parties were present and afforded full opportunity to give evidence and argument. No transcript of the hearing was made. Post hearing briefs were exchanged through the Arbitrator on September 8, 1986 and only the Association chose to submit a reply brief.

Background

The Board and the Association have been parties to a collective agreement the terms of which expired on June 30, 1986. The Agreement provided for a limited reopening of salary and other matters on January 1, 1985. In April, 1985 the parties exchanged initial proposals on said matters and thereafter met on two additional occasions. Failing to reach an accord, the Association filed a petition on November 4, 1985 with the Wisconsin Employment Relations Commission to initiate Mediation-Arbitration. After duly investigating the dispute, the WERC certified on May 1, 1986 that the parties were deadlocked and that an impasse existed.

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:

1985-86 Salary Schedule

The BA base salary would increase to \$15,250, an increase

of \$1,115 over the BA base salary for 1984-85. In addition, the Association proposes increasing the amount of the horizontal increment between lanes from \$320 to \$400 and experience increments from \$450 to \$520.

1985-86 Health Insurance Premiums

The Association proposes that the District increase the monthly premium payment from \$58 per month for single coverage and \$126 per month for family coverage to \$70.00 and \$160.00 respectively.

The Board's Final Offer

The Board proposes to change the contractual relationship between the parties in the following manner:

Salary Schedule

The BA base would increase to \$15000 which is \$865 over the 1984-85 base salary. No change is proposed in the vertical or horizontal increments.

1986-86 Health Insurance Premiums

The Board proposes paying \$63.80 per month toward premiums for single coverage and \$138.60 per month towards premiums for family coverage.

Costing of the Final Offers

The Parties are in apparent disagreement over the exact cost of their respective offers. On the one hand, under the Board's calculations the Association's offer would entail a salary only increase of 12.28 percent and an average salary increase per teacher of \$2,165. The total package increase cost would increase the District's compensation expense 13.32 percent and provide \$3,009 per teacher. The Board computes its own final offer to result in a salary increase of 7.23 percent, total package of 7.86 percent and salary and package dollar increase of \$1,253 and \$1,776 per teacher respectively.

On the other hand, the Association contends that through a miscalculation on the Board's part percentage increases have been inappropriately inflated. In reality says the Association the Board's salary offer amounts only to an increase of 7.02% while the Association's would be 12.14 percent. By the Association's computation its total package increase would now be under 13.00 percent and its package dollars per teacher at \$2,938.

The Issue of the 1985-86 Salary Schedule

The Comparables

The Necedah Area School District is a member of the Scenic Bluffs Athletic Conference. Of the eight Districts which make up the Conference New Lisbon, Cashton and Bangor had settled contracts for the 1985-86 school years. During the period of pendency the dispute at Norwalk-Ontario School District was also resolved.

The Board's Position. The Board contends that the settlements for the Conference do not represent a pattern of wage increases for the 1985-86 school year. In addition, the Board also argues against the inclusion of the settlements from the neighboring Ridges and Valleys Conference. Excluded would be Seneca, North Crawford and La Farge. In the case of La Farge School District its wage increases are alleged to represent a significant catch-up adjustment. The Board gives little weight

to North Crawford as the second year of a two year agreement. And, Seneca is said to have "manipulated the steps in the salary schedule to create unduly large benchmark adjustments." In substitution for the above districts the Board offers Baraboo, Pittsville and Nekoosa. The Board would also add Norwalk-Ontario from the Conference to its list of comparables.

In anticipation of the Association's position, the Board contends that any statewide data on school district settlements should be ignored by the Arbitrator. On the one hand, the Board argues that the Arbitrator is without statutory authority to base a decision on statewide comparisons. In support of this theory the Board relies on the awards of Arbitrator Imes in Adams County (Sheriff's Department), Decision No. 22868-A, 3/26/86 and Arbitrator Gundermann in Tigerton School District, Decision No. 23001-A, 6/12/86.

The Association's Position. The Association submits three sets of comparables: (1), the existing settlements in the Scenic Bluffs Conference; (2), a combined grouping of eight districts whose contracts are settled in the Scenic Bluffs and Ridges and Valleys Conferences; and (3), statewide averages. With regard to its secondary set the Association bases this approach on the fact that the two conferences were a single conference in 1978. The Association maintains that, in addition, many arbitrator's awards have used parts or all of the combined conferences as a comparables set.

In support of the application of a statewide averages as the third group the Association maintains, "While the use of statewide comparables is limited, one must recognize where Necedah is in relationship to the other 423 school districts of the state." As an Arbitral precedence the Association submits Arbitrator Kerkman's award (Weston Schools, Decision No. 21307-A, 8/20/84). In that case Arbitrator Kerkman rejected the direct application of statewide averages, suggesting however that such averages were useful in judging whether or not the local district's position had suffered erosion in relation to the statewide averages.

Finally, the Association rejects the Board's use of the Baraboo, Pittsville and Nekoosa School Districts as relevant comparables. Baraboo was never used as a comparable until the briefs were filed, says the Association. And, further, the Nekoosa and Pittsville package data could not be verified.

Discussion. The Scenic Bluffs Conference constitutes an appropriate place to begin the construction of a relevant set of comparables. With agreements settled in only four of the districts in the Conference however, there is insufficient information to establish the existence of a valid settlement pattern. Therefore, the Arbitrator agrees that in order to expand this grouping the settled districts of the Ridges and Valleys Conference should be incorporated. Size, location and previous arbitral usage fully support this conclusion. By so doing the comparables group will consist of eight districts.

Second, the Arbitrator finds that given the existing settlements in the combined conferences there is no need to go beyond that grouping of school districts.

Third, the Arbitrator rejects the Association's contention that state-wide averages can validly be applied here. Such averages, while useful for revealing general trends over time, are not relevant for evaluating the specific level of salaries in a district such as Necedah at a given point in time.

In sum, the Arbitrator's comparables for the following analysis will consist of the four settled districts of the Scenic Bluffs Conference (Bangor, Cashton, New Lisbon and Norwalk) plus

the settled districts of the Ridges and Valleys Conference (La Farge, North Crawford, Seneca and Wauzeka).

Positions of the Parties on the Salary Offers

The Board's Position

First, the Board contends that primary reliance should be placed on economic conditions and the cost of living. In this regard the Board cites such factors as rates of unemployment in Juneau County averaging 10%, an increase in delinquent property taxes from \$623,594 in 1981 to \$1,075,631 in 1984 and a rate of inflation estimated to be between 1 and 3%. In the same vein, the Board asserts that the bulk of Necedah School District property value is in rural areas and given the decline in milk and livestock prices the farms in the surrounding areas are hard pressed.

The Board also points out that state aid received by the District has been reduced. The reduction, says the Board, must then be made up by property tax dollars.

In support of its position on the economic factors the Board calls the Arbitrator's attention to that section of 111.70 Wis. Stats. which establishes the interest and welfare of the public as a criterion for evaluating the parties' final offers. In this respect, the Board cites a lengthy list of arbitrators who, in attempting to balance the public interest with the employee interest have given weight to the state of the economy. The Board maintains:

"The Board submits that in this case the general public interest and the employe interest as expressed in the Union's offer are opposed. The Board's final offer more reasonably balances the public interest with the employe interest. The Board cannot in good conscience agree to burden the already hardpressed taxpayer with a significant expenditure increase to cover the Union's excessive 12% compensation increase.

With regard to the statutory criterion of comparable settlements the Board offers several points of reference. First, it rejects all the existing settlements of the District's conference save that of Norwalk-Ontario in which Arbitrator Yaffe choose that District's offer of 7.78% (Decision No. 23451-A, 8/86). In addition, the Board also the Arbitrator to consider the settlements in Nekoosa, Pittsville and Baraboo.

Second, the Board also believes that private sector wage settlements support its position. These settlements, says the Board, demonstrate that private sector increases are minimal and in some instances are wage reductions.

Third, in the local public sector, the Board finds the Juneau County settlement of 3.75% to be important and therefore to be considered in the same manner as private sector settlements.

Finally the Board rejects the use of any statewide averages and contends that the arbitrator must ignore these. The Board holds that the Arbitrator has no authority under Wisconsin statutes to consider such data and offers a number of arbitral decisions it believes to be on point. Further it states, "If the traditional group of comparable school districts for the Necedah School District is inadequate for this proceeding, then consideration of the other statutory criteria is appropriate."

The Association's Position

The Association begins, first of all, with a salary benchmark analysis of its primary set of comparables, the settled districts of the Scenic Bluffs Athletic Conference: New Lisbon, Norwalk, Bangor and Cashton. From this analysis the Association concludes that its position is favored at all benchmarks. It contends that the Board's offer would move the District to last (out of five districts) on all benchmarks.

Second, switching to its secondary comparables of Scenic Bluffs settled districts combined with Ridges and Valleys Conference settlements (8 districts total) the Association concludes that here also its offer is the better of the two. The Association finds for example, that the Board's offer would drop the District's rank at every benchmark and in some instances as many as five positions.

In addition to salary benchmark analysis of the primary and secondary comparables the Association also presents an evaluation of its salary offer in terms of package dollar increase. Here it maintains that the average for the four settled districts of Scenic Bluffs Conference is \$2,475 and comparing this to the Parties' final offers (adjusted for errors the Association asserts mar the Board's costing calculations) the Association would be \$463 too high while the Board's would be \$761 too low. For those settled districts of the Ridges and Valleys Conference the comparisons indicate an average of \$2,444 with the Association emerging as the closer of the two.

Third, the Association proposes the application of statewide settlements as its third set of comparables. By means of salary benchmark analysis of 302 statewide districts settled for 1985-86 the Association concludes, "we find the Association's proposal to be \$585 below average on the BA Minimum to \$4,544 below average on the Schedule Maximum. At each of the comparisons, the Association's proposed salary benchmark is below average and less divergent than is the Board's offer."

Beyond the comparables, the Association also raises a number of other points in support of its salary offer. With regard to the interest and welfare of the public and the District's ability to pay the Association contends first that the issue before the Arbitrator is not one of inability to pay but lack of willingness to pay. Thus, it argues, the State of Wisconsin has provided the District with \$156,838 in new state aids and credits in 1985-86 and "it is justifiable to use some of this money to improve teachers' salaries at Necedah."

Further, it contends, the actual cost of the Association's offer is actually 2 percent less on a package basis than that estimated by the cast forward procedure. This coupled with the fact that the District has actually budgeted approximately \$85,000 more than the estimated cost of the Association's proposal leads the Association to conclude that its offer is well within the District's ability to pay.

Next, the Association also challenges the Board's assertion that economic conditions should be given predominant weight by the Arbitrator. As a counter-argument the Association maintains that what should be considered is the pattern of settlements. It offers as support the rulings of numerous arbitrators. States the Association, "The rationale is clear -- the area settlement pattern is of crucial importance unless it is shown that the District's economic pattern is less favorable than that of the comparables."

With regard to such factors as delinquent taxes the Association contends that Juneau County's experience of 12.0% is

not out of line with that of those counties in which the other district members of the Conference are located. In fact, says the Association, the District is in the middle. In a related manner, Juneau's rate of unemployment in May 1986 of 7.4% is also characterized as not out of line with comparable counties which range from La Crosse County's rate of 5.4% to Vernon County with 8.3 percent.

As it looks at these and other economic factors the Association asks in what way is the School District of Necedah different from its comparable districts? Its conclusion is that Necedah is not different in economic conditions or characteristics and therefore the pattern of settlements should be controlling.

Third, the Association also rejects the District's position that the cost of living should also receive heavy weight. Here it argues that the it is not the measure of inflation provided by the Consumer Price Index that is important but rather the pattern of settlements areawide or statewide. Again the Association relies on the awards of a series of arbitrators whom it is said have consistently held to the settlement pattern as the proper measure of inflation.

Fourth, with regard to the District's overall compensation the Association would contend that in terms of such benefits as dental insurance and vision insurance Necedah is behind its comparable districts. Moreover, although the cost of health insurance has increased for the District, the monthly premiums sought by the Association are still less than that paid by most of the other districts in the Conference.

As a final point, the Association takes issue with the District on the latter's costing of the final offers. As a consequence of calculation errors, argues the Association, the Association's salary final offer is over-estimated by \$2,000 while that of the Board is \$1,700 over. Corrections in these figures would reduce the total cost impact by .3% and would, states the Association bring the total cost of its offer under 13%.

Discussion

Comparisons of Wages, Hours and Conditions of Employment of the Municipal Employment Involved in the Arbitration Proceedings with the Wages, Hours and Conditions of Employment of Other Employees Performing Similar Services

As indicated above, after considering the Parties' positions on the choice of comparable school districts the Arbitrator selected the four settled districts of the Board's athletic conference plus an additional four settlements drawn from the Ridges and Valleys Conference.

Beginning with an analysis of salary benchmarks we find that as a result of the Board's salary offer for 1985-86 the District would drop to last for two positions, next to last on three and lose rankings on the remaining two benchmarks. On the other hand, the Association's offer would generally move the District's salary position above the rankings held in 1985-85. At three benchmarks (MA+10, MA Maximum and Schedule Maximum) the District would move up one ranking, at one ranking (BA Minimum) a drop of one position would occur and for three the ranking would be unchanged (BA+7, BA Maximum and MA Minimum).

Second, in terms of the deviation from the dollar averages of the comparables' benchmarks, the Parties' offers move the District in opposite directions. Where the District held a positive salary differential (BA Minimum through MA Minimum) the

Board's offer would result in a negative deviation. For those benchmarks where the District was already below (MA+10, MA Maximum and Schedule Maximum) the Board's offer would increase the deviation from an average of -\$348 to -\$1359. Except for the Schedule Maximum the Association's offer would produce positive deviations from the comparables' dollar average at all benchmarks. The deviations, however, would be of a smaller magnitude than would be the case with the Board's salary offer.

Finally, examination of the dollar and percent increases shows that the Association's salary offer is closer than the District's at each of the seven salary benchmarks for both dollar and percentage increases.

Great variation/ however, exists in salary structures in terms of numbers of educational lanes, experience steps, formulas for determining incremental payments, and longevity payment systems. In addition, in some districts the practice of freezing staff in step has emerged. As a consequence, a complete economic picture of the financial impact of a given salary offer on either the District or its teachers may not be obtainable through salary benchmark analysis.

As a consequence, therefore, the Arbitrator concludes that more complete analysis of the final offers requires that the cost impact of the offers must also be considered within the context of the comparables as was undertaken above with the benchmark analysis. The following table presents the results of an analysis of the total package percent increases for 1985-86 over 1984-85.

Total Package Change 1985-86 Over 1984-85

Arbitrator's Comparables

<u>School District</u>	<u>Percent Increase</u>
New Lisbon	10.13%
Cashton	9.71
Bangor	10.48
North Crawford	9.30
La Farge	10.10
Wauzeka	11.08
Norwalk	7.78
Seneca	11.67
Group Average	10.03
Necedah	
Board	7.86*
Association	13.32*

*The Association disputed this figure in its reply brief calculating that for each party the percentage increase would be approximately 0.3 lower than that calculated by the Board.

Whether the Association's calculations or those of the Board are used the results are the same. The Board offer as measured by its total cost impact is closer to that experienced by the school districts in the comparables set used here than is true for the Association.

On the criterion of comparisons with employees performing similar services salary benchmark analysis supports the Association's final offer on salary while comparison of the total cost of the package offers supports the Board.

Comparisons with Other Employees Generally in Public Employment in the Same Community and in Comparable Communities

The Board raises as relevant under this statutory criterion a settlement between Juneau County and Local 1312, AFSCME which raised base wages for County employees by 3.75% effective January 1986. The Board cites such settlements as evidence that the Association's salary demand is excessive and out of line with the settlements achieved by other public employees in the area.

The Association dismisses this comparison as involving nonprofessional employees and therefore is to be ignored.

As a generalization, the Arbitrator accepts the point that such comparisons are less valid than those made directly between employees of the same educational level, job duties and labor market conditions. However, since we are dealing with employees residing in the same geographical area, who are subject to the same economic pressures and whose salaries ultimately are derived from the same set of taxpayers comparison between Necedah School District employees and other local public employees should not arbitrarily be dismissed. The settlements of such employees are indicative of important economic and political trends from which school districts can not be insulated.

By this statutory factor therefore, the Board's salary offer would be more reasonable.

Comparisons with Private Employment in the Same Community and Comparable Communities

The Board contends that in terms of this comparison criterion private sector wage settlements also support its position. As evidence, the Board submits an industrial wage survey conducted by the Juneau County Development Corporation.

The Association challenged the admission of the survey data on numerous grounds. In reviewing the grounds under which the objections were made the Arbitrator concludes that the Association's objections have merit and therefore the survey will be given little weight. Specific identification of the organizations surveyed can not be established and therefore it is not possible to confirm the credibility of the data or to examine its sources.

Cost of Living

The Board points out that in the last year the cost of living has risen between 1 and 3 percent. It then states, "The Board's offer is twice the rate of increase in the cost of living at its highest figure, and the Union's offer is four times greater." In the view of the Board, these circumstances would dictate giving heavy weight to the cost of living criterion.

The Association argues that the general line of arbitral reasoning holds that the cost of living measure considered most significant is that established through the voluntary settlements of comparable school districts. It cites numerous arbitrators on this point.

An examination of movements in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period July 1985 to June 1986 reveal an increase of 1.2 percent. For the preceding twelve months the increase in prices as measured by this index was on the order of 3.8 percent.

The salary and total package offers of both parties provide increases in compensation which are greatly in excess of the changes in the cost of living for 1985-86 as they are measured above. The result is a significant improvement in the real

salaries of the District's teachers regardless of the offer selected. Moreover, the continuing decline in the cost of living is reinforcing the real wage gain.

As a general matter, the undersigned agrees with the arbitral "school" that holds that cost of living factors should not be controlling in the face of strong and clearcut wage settlement patterns. Never-the-less, the Arbitrator also believes that given its present level of change cost of living should not be excluded entirely from consideration herein. Giving it secondary weight, therefore, the Arbitrator concludes that on this factor the Board's offer of a total package increase of 7.78 % as opposed to the Association's offer of 13.32% is more reasonable.

Ability to Pay and the Public Interest

There is no disagreement between the Parties with regard to the District's ability to pay. The Association has sought to demonstrate that the District can afford to pay the Association's final offer and the Board has not denied this. Rather the contentions of the two sides have focused on a consideration of the public interest. The Board argues that it is necessary to balance the employee's interest with that of the public and citing both arbitral authority and economic facts urges the Arbitrator to find the Association's offer excessive.

The Association relies heavily on a rationale which holds that unless it can be shown that a district's economic climate is less favorable than that of comparable districts then the area settlement pattern must predominate. In this respect, says the Association, the Board provided no localized data which would distinguish Necedah from any other Scenic Bluffs or Ridge and Valley school district.

The Arbitrator has examined the record and in terms of delinquent taxes finds that the experience of Juneau County is not significantly different from that of counties in which comparable school districts are located. This particular economic measure does not support the argument that the economic climate for Necedah is worse than for counterpart districts.

By other measures, however, the District demonstrably has not fared as well. As the Board shows, the State has reduced the school aid payments to the District by \$35,196 or about 6.8%. In every other comparable school district state aids were increased by an average of 7.00%. The practical effect of this reduction is that this loss of monies must be made up through tax revenue and in this regard the cut in funds adversely impacts the District's budget.

As, the Board also contends, the level of unemployment for Juneau County exceeds that of its comparables. For example, the average for the State for the 12 months of 1985 was 7.2 compared to Juneau's 9.5%, Monroe 7.9%, Vernon with 8.3% and La Crosse at 6.2%. For the six months ending June 30, 1986 all except Monroe (7.3%) were up including the State average (7.7%) with Juneau at 10.0% still at the highest level. The Association argues that the County is not out of line with its comparables and submits figures for May 1986 indicating that unemployment at that time was 7.4%.

As judged by the level of unemployment over the last 18 months, therefore, Juneau County is economically worse off than its neighbors. The data for one month submitted by the Association covers too short a period from which to reach a valid conclusion. Such relatively high level of unemployment obviously results in lower levels of income to residents, lower volumes of sales for the County's business firms and ultimately both in

greater expenditures and in less revenues for the local units of government.

In retrospect, while the picture is not entirely clear the facts as they add up do not affirm the Association's position as it relates to the public interest. As indicated above, the loss of \$35,000 in state aids at a time when these aids have been increased for other districts together with the relatively high level of unemployment in the area would support a salary settlement less than that agreed to by comparable districts. And, clearly these economic factors would also not support a total cost increase on the order of that contained in the Association's final offer.

Summary of the Discussion

The Parties present the Arbitrator with a Hobson's Choice. In the ideal, neither of the horses which they offer him to ride is reasonable. The Association requests an increase that exceeds any obtained or granted among the comparables which even it suggested. In this respect, the offer of the Association amounts to a catchup increase even though it has not directly argued as such.

The Board, for its part, has offered a salary increase that by various salary benchmark measures is well below that offered by comparable school districts. The Board frames the dispute as an effort in which the public interest must be balanced with the interest of the employees of the District.

At a time in which the cost of living is nearly stable, unemployment levels are relatively high, its state aids have been reduced and other public employees are being held to much more modest increases it does not strike the Arbitrator as in the public interest for the citizens of the Necedah School District to impose an increase in its employee related costs on the order of 13 percent. The weight of all factors when taken together overbalance the interests of the Association as these are manifested in its own final offer. The Arbitrator concludes therefore, that the Board's salary offer is to be preferred.

The 1985-86 Health Insurance Issue

For 1984-85 the District paid the following health insurance costs: Family - \$126.00 per month; Single \$58.00 per month. These payments constituted 79.9% and 86.5% of the total monthly family and single coverage premiums. In its final offer the District has proposed that for 1985-86 it would pay \$138.60 or 79.9% of the cost of the family coverage premium and \$63.00 or 79.7% of the single coverage cost.

The Association proposes that the District pay \$160.00 (83.7%) family coverage and \$70.00 (88.6) single coverage.

In opposing the District's proposal the Association argues first that Necedah would be the only District in the Scenic Bluffs Athletic Conference paying less than 100% for single coverage and nearly the lowest for family coverage. Further, contends the Association, if the comparison group is extended to include the combined Scenic Bluffs and Ridges and Valleys Conferences eight of the twelve available schools provide 100% coverage of families while the remainder range from 90-98%. The average for all, argues the Association, is 97.9%. Hence, the Association's proposal to move to 88.6% is justifiable.

The Association also finds justification as measured by the actual dollar contributions made by the District when compared to the same set of districts. In this regard, the Association points out that the District pays about \$11.19 per month less

than the average paid by other districts in the Conference and the Association's insurance offer would place it in 7th position out of 12 in the combined comparison grouping. The Association concludes, "The Association is not seeking a new benefit, but is seeking to improve an old one -- improve it to a level which is still below fifteen (15) of fifteen (15) other comparable schools."

The Board essentially provides no rationale for the position it has taken to seek the reduction in health insurance payments. It merely responds to the Association's stance with the argument that the Association provides no quid pro quo for a change in the status quo. The Board contends that "the Union's offer amounts to something that the Union cannot secure at the bargaining table. It tries to achieve through arbitration something it could not achieve voluntarily."

In as much as both Parties have requested that the Arbitrator grant benefits that could not be achieved voluntarily the Arbitrator finds the Board's position on health insurance payments unpersuasive. The Board has not argued any of the statutory criteria. It has not made its case on facts or evidence. The Association's figures, therefore, go unrebutted. These figures demonstrate that the District does not equal that paid for comparable districts. Moreover, these facts also suggest that the Associations' offer would not change the District's ranking in any unreasonable manner.

Therefore, the Arbitrator must conclude that in terms of the Parties' positions on health insurance for 1985-86 the Association's offer is preferable.

Summary

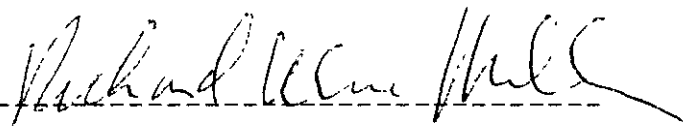
In his analysis of the Parties' final offers for 1985-86 the Arbitrator has concluded that on salaries the Board's offer is to be preferred and on health insurance the Association's offer is more reasonable. Since the Arbitrator does not possess the authority to resolve the dispute by item the more important issue in dispute must be controlling. In the instant case that issue necessarily is salary.

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 Board's final offer is to be preferred and on the basis of such finding renders the following:

AWARD

The final offer of the Board together with prior stipulations shall be incorporated into the Collective Bargaining Agreement for the period beginning July 1, 1985 and extending through June 30, 1986.

Dated at Madison, Wisconsin this 16th day of December, 1986.



Richard Ulric Miller, Arbitrator