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In the Matter of Arbitration  
Between

GATEWAY FEDERATION OF TEACHERS  
LOCAL 1924, WFT, AFT, AFL-CIO

and

GATEWAY VOCATIONAL, TECHNICAL  
AND ADULT EDUCATION DISTRICT

AWARD

WISCONSIN EMPLOYME  
RELATIONS COMMISSIC

WERC CASE XVI

No. 24404

MED/ARB-356

Decision No. 17168-A

I. HEARING. A hearing on the above entitled matter was held on October 9, 1979, beginning at 2:30 p.m. at the Gateway Technical Institute, Racine, Wisconsin.

II. APPEARANCES.

STEVE KOWALSKY, Staff Representative, Wisconsin Federation  
of Teachers, AFT, AFL-CIO, for Local 1924

MARK L. OLSON, Attorney, MULCAHY & WHERRY, for the District

III. NATURE OF THE PROCEEDINGS. This is a matter of mediation-arbitration between the Gateway Federation of Teachers, Local 1924, WFT, AFT, AFL-CIO and the Gateway Vocational, Technical and Adult Education District, Racine, Wisconsin. The Local filed a petition on April 13, 1979, with the Wisconsin Employment Relations Commission requesting the Commission to initiate mediation-arbitration pursuant to Section 111.70 (4) (cm) 6 of the Municipal Employment Relations Act of the State of Wisconsin. The Local alleged that an impasse existed in an attempt to reach a new collective bargaining agreement to replace one which had expired in certain parts on June 30, 1979. Commission staff member Michael F. Rothstein conducted an investigation and reported to the Commission on July 25, 1979, that an impasse existed. The Commission concluded that an impasse existed within the meaning of the statutes, certified that conditions precedent to the initiation of mediation-arbitration had been met, and ordered mediation-arbitration on July 31, 1979. On August 14, 1979, the Commission appointed Frank P. Zeidler, Milwaukee, Wisconsin, as mediator-arbitrator on the advice of the parties.

Mediation was conducted on October 9, 1979. The arbitrator found that the parties remained at impasse and advised the parties in writing that arbitration would proceed. Following the arbitration hearing briefs were submitted.

IV. FINAL OFFERS.

A. The final offer of the Local is as follows:

GATEWAY FEDERATION OF TEACHERS

Local 1924, WFT, AFT, AFL-CIO

12/11/79  
10/1/79

10/1/79  
10/1/79

--- FINAL OFFER ---

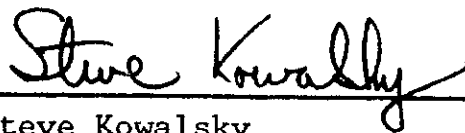
June 18, 1979

1. All language and benefits in the existing contract except as modified herein.
2. All tentative agreements between the parties.
3. Salary:
  - A. 1979-80 Salary Schedule  
(See attached Appendix C)
  - B. Aviation Teaching Assistant, Certified Teacher Assistant, and Special Teacher Salary Schedules  
(See attached Appendix E)
  - C. Employees will receive their normal increments.

All salary to be retroactive to July 1, 1979, and to be paid within thirty (30) days of the Arbitrator's award.

Submitted for  
GATEWAY FEDERATION OF TEACHERS,  
LOCAL 1924, WFT, AFT, AFL-CIO

by



Steve Kowalsky  
Representative  
Wisconsin Federation of Teachers

nk/opeiu#9  
afl-cio

LOCAL  
1924

WFT Offer

	BA I	+10 II	+20 III	MA IV	+10 V	+20 VI	+30 VII	+40 VIII	PhD IX
Step 1	11770	12038	12305	12840	13108	13375	13643	13910	14445
2	<sup>474</sup> 12244	<sup>474</sup> 12512	<sup>474</sup> 12779	<sup>474</sup> 13314	<sup>474</sup> 13582	<sup>474</sup> 13849	<sup>474</sup> 14117	<sup>474</sup> 14384	<sup>474</sup> 14919
3	<sup>473</sup> 12717	<sup>473</sup> 12984	<sup>473</sup> 13252	<sup>473</sup> 13787	<sup>473</sup> 14054	<sup>473</sup> 14322	<sup>473</sup> 14589	<sup>473</sup> 14857	<sup>473</sup> 15392
4	<sup>474</sup> 13191	<sup>474</sup> 13458	<sup>474</sup> 13726	<sup>474</sup> 14261	<sup>474</sup> 14528	<sup>474</sup> 14807	<sup>474</sup> 15063	<sup>474</sup> 15331	<sup>474</sup> 15866
5	<sup>473</sup> 13664	<sup>473</sup> 13931	<sup>473</sup> 14199	<sup>473</sup> 14734	<sup>473</sup> 15001	<sup>473</sup> 15269	<sup>473</sup> 15536	<sup>473</sup> 15804	<sup>473</sup> 16339
6	<sup>540</sup> 14204	<sup>542</sup> 14473	<sup>542</sup> 14741	<sup>545</sup> 15279	<sup>547</sup> 15548	<sup>547</sup> 15816	<sup>549</sup> 16085	<sup>550</sup> 16354	<sup>552</sup> 16891
7	<sup>475</sup> 14679	<sup>475</sup> 14948	<sup>475</sup> 15217	<sup>475</sup> 15754	<sup>475</sup> 16023	<sup>475</sup> 16292	<sup>475</sup> 16560	<sup>475</sup> 16829	<sup>475</sup> 17367
8	<sup>476</sup> 15155	<sup>476</sup> 15424	<sup>476</sup> 15693	<sup>476</sup> 16230	<sup>476</sup> 16499	<sup>476</sup> 16768	<sup>477</sup> 17037	<sup>476</sup> 17305	<sup>476</sup> 17843
9	<sup>548</sup> 15703	<sup>549</sup> 15973	<sup>550</sup> 16243	<sup>553</sup> 16783	<sup>554</sup> 17053	<sup>555</sup> 17323	<sup>556</sup> 17593	<sup>558</sup> 17863	<sup>560</sup> 18403
10	<sup>478</sup> 16182	<sup>479</sup> 16452	<sup>479</sup> 16722	<sup>479</sup> 17262	<sup>479</sup> 17532	<sup>479</sup> 17802	<sup>479</sup> 18072	<sup>479</sup> 18342	<sup>479</sup> 18882
11	<sup>625</sup> 16810	<sup>477</sup> 16929	<sup>477</sup> 17199	<sup>477</sup> 17739	<sup>477</sup> 18009	<sup>477</sup> 18279	<sup>477</sup> 18549	<sup>477</sup> 18819	<sup>477</sup> 19359
12		<sup>559</sup> 17488	<sup>560</sup> 17759	<sup>563</sup> 18302	<sup>564</sup> 18573	<sup>565</sup> 18844	<sup>566</sup> 19116	<sup>568</sup> 19387	<sup>570</sup> 19929
13		<sup>658</sup> 18144	<sup>481</sup> 18240	<sup>479</sup> 18781	<sup>480</sup> 19053	<sup>480</sup> 19324	<sup>480</sup> 19595	<sup>479</sup> 19866	<sup>480</sup> 20409
14			<sup>481</sup> 18921	<sup>481</sup> 19262	<sup>480</sup> 19533	<sup>481</sup> 19805	<sup>481</sup> 20076	<sup>481</sup> 20347	<sup>480</sup> 20890
15				<sup>481</sup> 19743	<sup>481</sup> 20014	<sup>480</sup> 20285	<sup>480</sup> 20556	<sup>481</sup> 20828	<sup>480</sup> 21370
16				<sup>853</sup> 20596	<sup>858</sup> 20872	<sup>849</sup> 21149	<sup>845</sup> 21425	<sup>873</sup> 21707	<sup>854</sup> 22254

APPENDIX E

AVIATION TEACHING ASSISTANT SALARY SCHEDULE

Annual Salary - 52 Weeks

<u>Step</u>	<u>1979-80</u>
1	12,010
2.	12,446
3	12,882
4	13,318
5	13,754
6	14,190

CERTIFIED TEACHER ASSISTANT SCHEDULE

Annual Salary - 52 Weeks

<u>Step</u>	<u>1979-80</u>
1	10,948
2	11,384
3	11,820
4	12,256
5	12,692
6	13,128

Benefits for teacher assistants would be similar to other classified personnel.

SPECIAL TEACHER SALARY SCHEDULE

Salary - 38 Weeks

<u>Step</u>	<u>1979-80</u>
1	11,236
2	11,672
3	12,108
4	12,544
5	12,980
6	13,416

Special salary classification shall be applied to teaching personnel who have a non-degree status, i.e., master at a trade, 30 college credits plus junior classification, or 90 college credits on R.N., plus junior classification. Benefits for teachers of Special Salary Classification would be similar to other certified personnel.

B. The final offer of the District is as follows:

APPENDIX <sup>D</sup>

AVIATION TEACHING ASSISTANT SALARY SCHEDULE  
Annual Salary - 52 Weeks

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Step	1979-1980	1978-79	WISCONSIN EMPLOYMENT RELATIONS COMMISSION
1		\$11,018	
2	<i>Add</i>	11,418	
3	<i>\$1032. to each</i>	11,818	
4		12,218	
5	<i>- Step</i>	12,618	
6		13,018	

CERTIFIED TEACHER ASSISTANT SCHEDULE  
Annual Salary - 52 Weeks

Step	1979-1980	1978-79
1		\$10,044
2	<i>Add</i>	10,444
3	<i>\$946. to each</i>	10,844
4		11,244
5	<i>- Step</i>	11,644
6		12,044

Benefits for teacher assistants would be similar to other classified personnel.

SPECIAL TEACHER SALARY SCHEDULE  
Salary - 38 Weeks

Step	1979-1980	1978-79
1		\$10,308
2	<i>Add</i>	10,708
3	<i>\$972. to each</i>	11,108
4		11,508
5	<i>Step</i>	11,908
6		12,308

Special salary classification shall be applied to teaching personnel who have a non-degree status, i.e., master at a trade, 30 college credits plus junior classification, or 90 college credits on R.N., plus junior classification.

Benefits for teachers of Special Salary Classification would be similar to other certified personnel.

5-11-79  
*H. J. Hennig, Jr.*

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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

5-11-79

*J. Neuman*

APPENDIX E

1979-1980 TEACHER SALARY SCHEDULE

Step	I BA	II +10	III +20	IV MA	V +10	VI +20	VII +30	VIII +40	IX Ph.D
	11500	11750	12000	12500	12750	13000	13250	13500	14000
	<sup>443</sup> 11943	12193	12443	12943	13193	13443	13693	13943	14443
	<sup>443</sup> 12386	12636	12886	13386	13636	13886	14136	14386	14886
	<sup>443</sup> 12829	13079	13329	13829	14079	14329	14579	14829	15329
<sup>443</sup>	<sup>443</sup> 13272	13622	13872	14372	14622	14872	15122	15372	15872
<sup>443</sup>	<sup>443</sup> 13815	14065	14315	14815	15065	15315	15565	15815	16315
<sup>443</sup>	<sup>443</sup> 14258	14508	14758	15258	15508	15758	16008	16258	16758
<sup>443</sup>	<sup>443</sup> 14701	14951	15201	15701	15951	16201	16451	16701	17201
<sup>443</sup>	<sup>443</sup> 15644	15894	16144	16644	16894	17144	17394	17644	18144
<sup>443</sup>	<sup>443</sup> 16087	16337	16587	17087	17337	17587	17837	18087	18587
<sup>443</sup>	<sup>443</sup> 16530	16780	17030	17530	17780	18030	18280	18530	19030
<sup>443</sup>	<del>17223</del>	17473	17723	17973	18223	18473	18723	18973	19473
<sup>443</sup>	<del>17666</del>	17916	18166	18416	18666	18916	19166	19416	19916
<sup>443</sup>	<del>18359</del>	18609	18859	19109	19359	19609	19859	20109	20609
<sup>443</sup>	<del>19302</del>	19552	19802	20052	20302	20552	20802	21052	21552
<sup>443</sup>	<del>19745</del>	19995	20245	20495	20745	20995	21245	21495	21995

V. FACTORS CONSIDERED. The following factors are to be considered in this arbitration according to Section 111.70 (4) (cm) 7 of the Wisconsin Statutes:

"a. The lawful authority of the municipal employer.

"b. Stipulations of the parties.

"c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

"d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.

"e. The average consumer prices for goods and services, commonly known as the cost-of-living.

"f. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

"g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

"h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

VI. LAWFUL AUTHORITY OF THE EMPLOYER. There is no issue here on the lawful authority of the Employer to meet either offer.

VII. STIPULATIONS. The parties reached agreement on all other matters except those cited here. This is a matter of reopening sections of a two year agreement.

VIII. WAGES - STRUCTURE OF SCHEDULE.

A. In this matter there is one issue: wages. The factors to be considered then will be considered in relation to this issue. This matter deals with wages for 1979-80 for full-time teachers and certain types of special teachers.

The situation here relates to a re-opener on a 1978-1980 contract which also went to arbitration.

A summary of the offers at selected steps is as follows:

TABLE I  
SALARY LEVEL AND PERCENT INCREASE AT  
SELECTED STEPS

<u>Salary Level</u>	<u>Union Offer</u>	<u>% Inc.</u>	<u>Board Offer</u>	<u>% Inc.</u>
<u>BA</u>				
Min.	11,770	11.3	11,500	8.6
Max.	16,810	9.0	16,530	7.1
<u>MA</u>				
Min.	12,840	10.9	12,500	7.9
Max.	20,596	10.5	19,745	5.9
<u>MA+30</u>				
Min.	13,643	10.7	13,250	7.4
Max.	21,425	10.5	20,495	5.7
<u>PH.D</u>				
Min.	14,445	10.5	14,000	7.0
Max.	22,254	10.5	21,245	5.5

This Table does not fully represent increases in the middle increments of the lanes. For example, at the 9th step of each lane in the Union's schedule percentage increases range from 10.8% to 11.3%. At this step in the lanes of the Board offer, the increase ranges from 9.1% to 10.6%.

There are 163 regular teaching positions, not all of which are full-time. There are also 5 Teaching Assistants. The number of full-time equivalent teachers will be considered later.

Both offers include one more step added to the previous year's schedule. In this past schedule there were increments of \$443 between steps, and persons at the top of the schedule were given a longevity payment of \$443.

The offers of the parties on increments between lanes is shown as follows, taken from District Exhibits 3 and 4:

TABLE II  
INCREMENTS BETWEEN LANES

	II	III	IV	V	<u>To Lane</u> VI	VII	VIII	IX
Union Offer	268	267	535	268	267	268	267	535
Board Offer	250	250	500	250	250	250	250	500



The Board's increment pattern shows an increment of \$443 in each step of each lane, except between steps 4 and 5 where the increase is \$543 and between 8 and 9 where the increase is \$943.

The Union increments vary. They are generally about \$475. They are about \$545 between steps 5 and 6, and about \$550 between steps 8 and 9, and about \$860 between steps 15 and 16. The amounts in the Union schedule were determined by multiplying the figures from last year's schedule in the first five steps in each lane by 7%; multiplying at steps 6-8 inclusive by 7.5%; multiplying at steps 9-11 inclusive by 8%; multiplying at steps 12-15 inclusive by 8.5%; and multiplying the figure at step 16 by 10.5% (Union Ex. 29).

The Union has added \$250 on the top of BA, step 11, \$275 on the top of BA+10 and \$200 on top of BA+20, step 14.

A scattergram of 149.05 FTE teachers for 1979-80 showed 60.95 teachers at the top of their lanes and 14 teachers at the next to the highest step (Un. A, p. 26).

A document was furnished by the District at the request of the arbitrator to bring the list and cost of instructional personnel up to the date of October 1, 1979, to replace similar exhibits based on earlier data which both parties presented. One of the documents listed the following grand totals of salary costs alone for instructional personnel (Revised District Ex. 2):

1978-79	\$2,617,994	
1979-80		
Board Offer	2,841,422	(8.53% Inc.)
Union Offer	2,921,187	(11.58% Inc.)

The Board's schedule was determined after adding one step to all lanes by increasing each step from 1-4 in each lane by \$500, increasing each step from 5-8 by \$600, and each step from 9-16 by \$1,100.

B. The Union's Position. The Union says that it is directing a great deal of attention to the top end of the salary schedule and to the impact of the schedule on that end. The Union notes that approximately 60 teachers, or 35%, are at the top of their lanes. They received the smallest percentage increase last year and will receive it again this year under the District's offer. Thus the Union's offer is fairer to all teachers. The Union notes that the schedule produces a smooth wage increase for all employees from top to bottom, with no wide variations and a narrow spread of percentage wage increases.

The Union says that because of the severe compression at the top of the salary schedule for 1978-79, there is a need to "catch up".

The Union says that the District offer is unattractive, because it does not progress smoothly from bottom to top. Teachers at step 8 receive \$500 more than teachers at step 7, and teachers at the top receive \$400 less than teachers one step below. Percentages fluctuate wildly, and the teachers at the top receive the lowest dollar and percentage increase.

C. The District's Position. The District notes that the Union utilized only base wage comparisons. Such comparisons on salary only are inappropriate, because of the high cost of insurance benefits, so the costs of fringe benefits must be considered.

The District says that it removed the one-time payment of \$443 from the base year payments, because the pay of this amount for persons on the top step was a one-time only payment under the provisions of an arbitration decision. No mention is made of this in the 1978-80 written agreement. Also the payments must be excluded since both parties offer to increase the value of the increment as well as the number of steps on each lane. The teachers at the bottom and on the last step therefore receive much more than an across-the-board increase.

D. Discussion. The arbitrator is of the opinion that the Union has a somewhat more rational design to its wage structure in the matter of progressions in the steps which are within a narrow range. However, the style of the wage structure needs to be considered also in relation to both the matter of base wages and of overall costs as well as the other factors. The Union wage structure seems somewhat more reasonable.

#### IX. COMPARABLE DISTRICTS.

A. The Union used two different groups of Vocational, Technical and Adult Education districts for comparison. One group was based on proximity and consisted of the VTAE districts of Blackhawk, District Four (Dane and other counties), Milwaukee, and Waukesha. The other group consisted of two districts and was based on comparable district population, student enrollment, and major city population. The two districts were the Fox Valley and Northeast Districts.

The District used 15 of the 16 districts in the state for comparison, omitting the Nicolet District in northern Wisconsin.

Union Exhibit 11 provided the following data on the districts of its selection:

TABLE III

DISTRICT POPULATION, FTE ENROLLMENT, AND MAJOR CITY  
POPULATIONS OF SELECTED VTAE DISTRICTS  
1978-79

<u>District</u>	<u>1978 Pop.</u>	<u>FTE Enr.</u>	<u>Major Cities</u>	<u>Pop.</u>	<u>(Rank)</u>
Blackhawk	162,230	1,424	(Beloit (Janesville)	35,393 49,656	(16) (10)
District 4	494,964	6,249	Madison	172,063	( 2)
Milwaukee	1,045,119	12,022	Milwaukee	654,550	( 1)
Waukesha	291,293	3,221	Waukesha	48,309	(13)
			Brookfield	34,977	(17)
Fox Valley	342,021	4,005	Appleton	60,637	( 7)
			Oshkosh	51,194	( 9)
Northeast	313,521	3,273	Green Bay	88,297	( 4)
Gateway	370,430	3,778	Racine	96,358	( 3)
			Kenosha	83,476	( 5)

District Exhibit 5 contained the following data:

TABLE IV

	<u>1977-78 FTE</u>	<u>1978-79 FTE</u>	<u>% Change</u>	<u>1979-80 FTE</u>
	<u>Enrollment</u>	<u>Enrollment</u>	<u>Increase</u>	<u>Teachers</u>
			<u>(Decrease)</u>	
Blackhawk	1,425	1,424	0	74
Eau Claire	2,741	2,855	4.2	160
Fox Valley	3,998	4,005	.2	200
Gateway	4,156	3,778	(10.0)	153
Indianhead	2,392	2,462	2.9	130
Lakeshore	1,864	1,917	2.8	96
Madison	6,211	6,249	.6	264.5
Mid-State	1,365	1,308	(4.2)	67
Milwaukee	12,351	12,022	(2.7)	640
Moraine Park	2,369	2,379	.4	114
North Central	1,951	2,245	15.1	108
Northeast	2,987	3,273	9.6	172
Southwest	1,210	1,069	(11.7)	79
Waukesha	3,138	3,221	2.6	128
Western WI	3,182	3,256	2.3	185

B. Position of the Union on Comparable Districts. The Union selected the four districts on geographic proximity, and notes that although some districts serve areas away from a major city, yet the campuses of all districts are located in a major city or close to it. The Fox Valley and Northeast Districts have characteristics similar to Gateway and the campuses are located in or near a major city, and the working conditions including wages and hours are affected by the urban areas.

Other districts are not comparable, and some are predominantly rural districts.

C. The District's Position on Comparable Districts. The District says that the group of 14 districts (not counting Nicolet) is the only comparable group to use. These districts were used in the past proceeding in negotiations, these districts have been used in this negotiation for comparison, and the only two arbitration awards relating to VTAE bargaining units (the Eau Claire VTAE and Western Wisconsin VTAE districts) used all 15 of the VTAE districts in the state.

The District also says that these districts, with the exception of Milwaukee, cover both urban and rural areas. Eight districts have teaching staffs similar in size to Gateway. Milwaukee and Madison have relatively large pupil enrollment. Gateway is also experiencing a considerable decline in enrollment.

The District objects to considering only districts which are urban. This is meaningless, because District 4 and the Blackhawk District contain agrarian counties, and this is true of all the districts, which all exhibit diversity. There are many districts similar to Gateway and present potential opportunities for Gateway teachers. To distill a pool of districts on the basis of size and proximity is totally misleading.

The District notes that despite large variances in population the number of students does not vary in the same ratio. All of this shows that the full complement of 15 districts must be considered.

D. Discussion. An inspection of Board Exhibit 5 and Union Exhibit 11 cause the arbitrator to arrange this hierarchy of comparables:

a. Most Comparable: Waukesha. This is a district in the urbanized southeastern Wisconsin and is comparable in FTE enrollment though in a district of smaller population. Like Gateway the district is influenced economically and culturally by Milwaukee. It is the arbitrator's impression that Waukesha has some higher pay levels than the Racine-Kenosha area for professionals.

b. Comparable: Fox Valley, Moraine Park, Northeast, and Blackhawk. These are industrialized districts in eastern Wisconsin, two of whom have comparable populations and enrollment, and one of which is under the economic influence of Milwaukee in one section and the Fox Valley in the other; and one of which is contiguous to Gateway.

c. Less Comparable: Milwaukee and District 4. Milwaukee and Madison VTAE Districts have special characteristics of size and enrollment which put them in categories of their own. However both districts have some economic interaction with Gateway.

d. Least Comparable but Also to be Considered: VTAE's throughout the state. The arbitrator is of the opinion that the extent of urbanism and industrialization has an effect on the economic position of teachers. Although some VTAE teachers may not have the opportunities for teaching positions that certified K-12 teachers have, yet they have opportunities in the industrial market which are greater where there is more industry.

X. COMPARISON OF BASE WAGES WITH THOSE IN OTHER DISTRICTS.

A. The Union presented a number of exhibits dealing with comparisons of base salaries. The following table is derived from Union Exhibits A12, A13, and A14:

TABLE V  
SALARY RANK OF GATEWAY IN COMPARISON  
TO 14 WISCONSIN VTAE DISTRICTS

<u>Level</u>	<u>1977-78</u>	<u>Rank</u>	
		<u>1978-79</u>	<u>1979-80</u>
		<u>District</u>	<u>Union</u>
<u>BS</u>			
Min.	5	7	11
Max.	13	13	14
<u>MA</u>			
Min.	9	10	13
Max.	12	12	13

The following table is derived from Union Exhibits A15-A17:

TABLE VI  
SALARY RANK OF GATEWAY IN COMPARISON WITH  
AVERAGE SALARY IN BLACKHAWK, FOX VALLEY,  
DISTRICT FOUR, MILWAUKEE, NORTHEAST, WAUKESHA

<u>Level</u>	<u>Salary and Rank</u>		
	<u>1977-78</u>	<u>1978-79</u>	<u>1979-1980</u>
<u>BS Min.</u>			
Average	10,908	11,375	12,253
Gateway	10,500 (4)	11,000 (4)	11,770 (4) Union 11,500 (7) Dist.
<u>BS Max.</u>			
Average	17,172	18,364	20,108
Gateway	14,483 (7)	15,426 (7)	16,810 (7) Union 16,530 (8) Dist.
<u>MS Min.</u>			
Average	12,020	12,548	13,536
Gateway	11,500 (5)	12,000 (5)	12,840 (6) Union 12,500 (7) Dist.
<u>MS Max.</u>			
Average	19,449	20,751	22,517
Gateway	17,696 (7)	18,639 (7)	20,596 (5) Union 19,745 (8) Dist.

The Union supplied information on recent settlements for salary for 1979-1980. Back-up data was not furnished. The following listing was contained in Union Exhibit A18:

TABLE VII

SALARY SETTLEMENTS IN SELECTED DISTRICTS FOR 1979-80

<u>District</u>	<u>% Inc.</u>	<u>Date, '79</u>
Blackhawk	8.5	10/78
Milwaukee	9.5	9/79
Madison	9.5	Board Offer
Waukesha	8.9	9/78
Northeast	8.3	10/79
Southwest	11.0	9/79
Western	10.0	9/79
Moraine Park	10.3	9/79
District One	9.3	6/79

The District and the Union supplied exhibits showing last year's salaries and the proposed salaries for 1979-80 for BS minimum and maximum and MS minimum and maximum. The following data is developed from District Exhibits 7A-7D inclusive. The figures in these tables are slightly different from those in Union A13 and A14.

TABLE VIII

COMPARISON OF AVERAGE SALARY FOR 14 WISCONSIN VTEA DISTRICTS WITH SALARIES PROPOSED AT GATEWAY VTAE AND PERCENTAGE INCREASES\*

<u>Item</u>	<u>1978-79</u>	<u>1979-80</u>	<u>% Inc.</u>
BS Min.			
Average	11,131	11,898	6.9
District	11,000	11,500	4.5
Union		11,770	7.0
BS Max.			
Average	17,330	18,550	7.0
District	15,426	16,530	7.0
Union		16,810	9.0
MS Min.			
Average	12,436	13,294	6.9
District	12,000	12,500	4.2
Union		12,840	7.0
MS Max.			
Average	19,807	21,243	7.2
District	18,639	19,745	5.9
Union		20,596	10.5

\*Districts included are Blackhawk, District One, District 4, Fox Valley, Indianhead, Lakeshore, Mid-State, Milwaukee, Moraine Park, North Central, Northeast, Southwest, Waukesha, and Western Wisconsin.

B. The Union's Position. The Union notes that in comparing Gateway teachers with those in the Union's list of comparable districts, the Gateway BS and MS Maximums were last in both 1977-78 and 1978-79. If the Union position is adopted, the MS Minimum will drop one place, and the MS Maximum will move up. Under the Employer's offer, the BS and MS Maximums will remain in last place, and the BS Minimum and MS Minimum will both drop to rank 6 among the comparable units.

Using all of the VTAE districts, in comparison, one finds that the Employer's final offer is last at BS Maximum and 13th out of 15 at the MS Maximum which is a further decline over 1978-79.

The Union also says that if the Employer's 1979-80 offer is taken, the maximum of the Gateway salary schedule will drop from rank 11 to rank 13.

The Union provided a table in its brief from its Exhibits A15-A17 in which it contends that under the Employer's offer the difference between the average of six other comparable districts and the Employer's offer will go from -\$2,938 in 1978-79 to -\$3,578. At the MS Maximum, the difference will remain the same at -\$2,772. The Union contends that the Employer's offer is eroding its position.

The Union contends that its exhibit, Union B, shows that there is a need for "catch-up". The package last year amounted to a 6.2% increase in an arbitrator's award (GATEWAY VTAE DISTRICT, WERC Case XII, No. 23200). The arbitrator, though awarding to the District, said that if the case for an increase in wages stood alone, the award would have gone to the Union.

C. The District's Position. The District stresses that wage offers alone apart from total compensation should not be given the weight that total compensation is given. Further it objects to one Union exhibit which purports to show percentage of wage increase, (Union Ex. A18), because there is no method of verifying the data. The District says that the arbitrator should give emphasis to consideration of total compensation in which the District maintains its intermediate status among the 15 comparable districts of the state.

D. Discussion. The arbitrator recognizes the importance of total compensation and total cost to the Employer as an important factor. However, the arbitrator is constrained under the statutes to consider wages with hours and working conditions. Therefore he will discuss the parties position on salary alone.

A review of the salaries as listed by the parties indicates that there is an erosion of the employees' position (Tables V, VI). Further the District tends to be low statewide although it is in the southeastern Wisconsin industrial region where in areas around Milwaukee there tends to be a middle status of salaries taken on a statewide basis.

The following table shows the comparisons of salaries at various steps between districts which the arbitrator has identified as more comparable than others in the state. The information was derived from Board Exhibits 7A-7D.

TABLE IX

COMPARISON OF 1979-80 SALARIES AT SELECTED STEPS BETWEEN SELECTED DISTRICTS CONSIDERED COMPARABLE WITH PERCENT INCREASES

<u>District</u>	<u>BS</u>		<u>%</u>		<u>MS</u>		<u>%</u>	
	<u>Min.</u>	<u>Inc.</u>	<u>Max.</u>	<u>Inc.</u>	<u>Min.</u>	<u>Inc.</u>	<u>Max.</u>	<u>Inc.</u>
Waukesha	12,039	5.5	21,831	6.3	13,070	5.5	24,770	6.4
Fox Valley	11,400	9.1	17,806	6.9	12,849	8.0	20,435	6.0
Northeast	11,202	6.5	18,162	5.6	12,300	6.5	21,475	6.4
Blackhawk	11,692	6.5	17,909	6.5	12,998	6.5	20,485	6.5
Moraine Park	11,400	6.5	16,680	7.6	12,840	7.6	20,760	12.4
Gateway								
District	11,500	4.5	16,530	7.2	12,500	4.2	19,745	5.9
Union	11,770	7.0	16,810	9.0	12,840	7.0	20,596	10.5

It must be recognized that in citing raises at minimum and maximum levels the total effort of the Employer is not ascertained, nor the individual improvement for each teacher who is in the lanes and going up on the steps. However, citing minimums and maximums gives a clue to what may be happening to the whole schedule. Viewing the above table for dollars to be paid, the District offer is good for BS minimum but tends to fall behind for BS Maximum and MS Minimum and Maximum. Although the percentage increases sought by the Union exceed those granted in most instances to employees in other districts especially at the MS Maximum, yet the dollar amounts shown indicate a need to "catch-up". The arbitrator therefore believes that the Union offer more nearly meets the criterion of comparability on base wages.

XI. COMPARISON WITH EMPLOYEES IN THE PRIVATE SECTION.

A. The Employer supplied information on earnings in Racine and Kenosha Counties for employees in manufacturing. The following table is an abstraction of this information from Board Ex. 8A:

TABLE X

PERCENTAGE INCREASES IN HOURLY AND WEEKLY PAY FOR RACINE AND KENOSHA COUNTY MANUFACTURING EMPLOYEES FOR SELECTED PERIODS

<u>Item</u>	<u>Racine County</u>		<u>Kenosha County</u>	
	<u>Ave. Wkly. Inc.</u>	<u>Ave. Hrly. Inc.</u>	<u>Ave. Wkly. Inc.</u>	<u>Ave. Hrly. Inc.</u>
From Aug. '78 to Aug. '79	7.6	6.4	7.9	8.7
Total of yearly increases	59.6	59.9	54.3	53.5
Average annual increase	8.5	8.6	7.8	7.6
Total % of actual dollar increase from Aug. '72 to Aug. '79	74.7	76.3	67.8	69.3



The following table of similar information for Gateway teachers is derived from Board Ex. 8B:

TABLE XI

PERCENTAGE INCREASES IN SALARY FOR TEACHERS IN SELECTED LANES AND SELECTED STEPS FROM 1972-73 TO 1979-80

<u>Item</u>	<u>BA + 0 Steps 1-8</u>	<u>BA + 0 Steps 5-12</u>	<u>MA + 0 Steps 1-8</u>	<u>MA + 10 Steps 5-12</u>
Increase, 1978-79 to 1979-80, %	7.7	9.3	7.1	9.1
Total increases in percentage increases annually	60.6	58.0	55.1	55.0
Average annual % increase	8.7	8.3	7.9	7.9
Total % of actual dollar increase 1972-73 to 1979-80	77.1	73.0	68.8	68.5

District Exhibit 9 was a report on real earnings for factory workers in the Milwaukee area for July 1979 from the Bureau of Labor Statistics, U. S. Department of Labor. The document said that real gross average weekly earnings declined 6.1 percent from July 1978 to July 1979. Though there was an increase in gross weekly earnings of 8.6 percent, this was offset by an increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). District Exhibit 10 was a release from the Bureau showing that real gross average earnings decreased 0.8 percent from July to August, 1979. District Exhibit 11 was a similar release from the Bureau showing that real gross average weekly earnings decreased 0.8 percent from May to June, 1979.

District Exhibit 12 is a report from the Bureau of National Affairs, Inc. that first year pay increases in major settlements negotiated in the first six months of 1979 average 8.2 percent, up from 7.6 percent for the previous year.

The Union did not supply any exhibits relating to employees in private employment.

B. The Union's Position. The Union says that District Exhibits 8A and 8B should have little weight. They relate to non-professional factory workers whereas teachers at Gateway are professional workers working for a public employer. The items are not comparable. Further the Exhibit 8A compares average wages in two counties to wages at a few select teacher categories. The comparison should have been with the average wage increase for all Gateway teachers.

The Union notes, however, that the average weekly salary of Racine County manufacturing employees rose 26.0% in the last two years; and those in Kenosha rose 16.1%, while the Gateway teachers' salary would increase by 13.2% under the Union offer and 10.4% under the District's offer. The Employer's offer is therefore not competitive.

C. The District's Position. The District says that manufacturing wages in the immediate area are the most relevant comparisons in this matter since a large number of Gateway teachers are craftsmen or skilled tradesmen whose alternative employment in the Racine and Kenosha areas would be in private employment. The District notes that in the comparison the teachers at the lanes and steps shown in Exhibit 8B have exceeded in percentages increases over the period from 1972 to 1979; the teachers have gotten a larger average increase than the manufacturing employees. It is irrefutable that Gateway teachers have kept pace with their counterparts in the private sector.

Further District Exhibits 9, 10 and 11 show that the real earnings of factory workers have declined both regionally and nationally. Under the District offer the Gateway teachers would not be losing ground. The District notes that its offer of an 8.5% increase more nearly corresponds to the nationwide increases than does the Union's offer. This is shown in its Exhibits 9 and 12. It asserts that none of the average adjustments for the first six months of 1979 approach the 11.6% demand of the Union. The District offer is therefore more reasonable.

D. Discussion. From the data supplied on earnings in the private sector, the arbitrator is of the opinion that the District offer more nearly meets the percentage increases being achieved in the private sector this year. The Union offer of a 11.6% increase is not found as an average for this year. However, taking the last two years, the Union position has deteriorated. On the basis of settlements for this year, then, the District offer is more comparable to the settlements being gained, but the factor of catch-up is not dealt with in the District offer for 1979-80.

## XII. COST OF LIVING.

A. The District supplied a copy of a letter to Mr. Ken Niemeyer, Personnel Coordinator of the District, from John Henning, Research Analyst of the State of Wisconsin Department of Industry, Labor and Human Relations. This letter, dated September 5, 1979, said that the Consumer Price Index information for the Milwaukee area is derived from data collected in Milwaukee, Ozaukee, Washington and Waukesha Counties. District Exhibit 15 showed that the CPI from August, 1974 to August, 1979 rose 40.7%, when the salary and fringe benefits paid at Step 1 of the BA + 0 lane increase during that period of time amounted to 48.4%. The change at Step 5 in the BA + 0 Step 5 position increased 43.5% during that time, and the increase at Step 1, MA + 0, was 42.9%. The increase in the CPI from August, 1978 to August, 1979 amounted to 12%. The increase in the CPI from August, 1977 to August, 1979 was 20.6%. The increase for wages and fringes at Step 1, BA + 0 was 17.9%. The increase at Step 5, BA + 0 for the same period was 17.4% and at Step 1, MA + 0 it was 14.7%.

Union Exhibit 33 supplied data on the CPI Index for all items. The change from August, 1977 to August, 1978 was shown as 7.91% and the change from August, 1978 to August, 1979 was shown to be 11.78%. Annualizing the change in the CPI from August, 1977 to September, 1978 for Milwaukee, all items, CPI produced a result of 10.2%, and annualizing the change from September, 1978 to July, 1979, produces a change of 14.7%.

B. The Union's Position. The Union says its offer is more reasonable when comparing it to the CPI. It notes the national increase of 11.78% from August, 1978 to August, 1979 and the annualized increase of 14.7% for the Milwaukee area, which it believes is reasonable to use for Racine and Kenosha Counties. It says that its final offer of an 8.3% increase in total compensation for the average teacher does not begin to keep pace with the cost of living, but then the District offer is only 5.5% which would produce a serious loss for the teachers. Taking two years into consideration, the Union offer would amount to 14% in total compensation. The Milwaukee CPI however has risen 24.88% since August, 1977. The Employer's offer would result in a 11.7% increase which would be absorbed just in the present year increase in the CPI.

The Union, also pointing to the District's Exhibit 9 on the decline of real earnings, says that this exhibit should be given most weight since it deals with the Milwaukee area. Based on the Milwaukee September, 1978 to July, 1979 annualized CPI of 14.7%, the real gross average earnings decline for the teachers during that period was 9.84%, which compares to a 6.11% decline for factory workers as shown in the District exhibit. Using District Exhibit 10 on the U. S. average, the August, 1978 to August, 1979 decline for teachers is 6.92% which is 2.72% more than the decline shown in the exhibit.

The Union says that it sees little value in District Exhibit 12 on private sector wage-rate adjustments, but it notes that its proposed salary increase of 8.86% is more reasonable than the District's proposed 5.89% increase when compared to the national average of 8.2% for the first six months of 1979.

The Union objects to District Exhibit 15 on a five year comparison of some teacher's salaries with the change in the CPI. It says that this exhibit is incomplete and does not present an accurate picture for all teachers, or at least an average teacher at Gateway; so that the results are severely skewed. The teachers at the top of the schedule have been neglected in this exhibit, and they would have received a lower five year increase. The only fair analysis using the CPI is the comparison of the overall compensation of all teachers, or the average teacher.

C. The District's Position. The District says that its offer exceeds increases in the Consumer Price Index. The District says that in comparing total increases in compensation over a five year period as shown in its Exhibit 15, it is clear that on every level, the Gateway teachers have progressed in wages and fringe benefits at a rate in excess of the CPI. The CPI to be used is the All-Cities average rather than the Milwaukee Index which does not cover Kenosha, Racine and Walworth Counties which are in the District. Under the Board's offer for 1979-80, Gateway teachers would not be receiving compensation over a period of time from 1974 to the present at a level less than the aggregate increases in the CPI. The District further says that its Exhibit 15 shows that the parties have not based, over a long period of time, their settlement on the CPI. Thus in 1975-76 there was an inflation of 5.6% but wages and fringe benefits are shown in the exhibit to have been 10.7% and 12.4% for some of the teachers. Since the District's offer exceeds the CPI over a long period of time, it is to be preferred. The claim that the CPI militates against this settlement ignores the fact that in the past settlements have not been based on the index.

D. Discussion. Several items of policy in applying the criterion of the cost of living are presented by this arbitration. One is whether it is proper to consider the Milwaukee CPI in this matter. The Union bases some of its argument on this index, and the District rejects its use, because the Milwaukee CPI comes from the Milwaukee Standard Metropolitan Statistical Area, which does not include any of the counties included in the Gateway District. The arbitrator believes that where another index is not available, the Milwaukee Index is not to be barred and is to be given some weight; but the principal weight should be given to the All Cities CPI-W.

The next question is for what period should the change in the CPI be considered appropriate; for an extended period, for a two year period, just for the preceding period to the time of the new school term, or also for the changes that may be taking place? It is the arbitrator's opinion that all the matters should be considered, but some are more significant than others. The arbitrator believes that the performance of the CPI in the period from the last agreement to the time the present one was supposed to start is the most important item. Thus the period from August 1978-1979 is the most important. The change during this period was 11.78%, and by this standard, the Union offer more nearly meets the criterion.

Both parties have arguments of further application of the performance of the CPI to bolster their positions. The District notes that over a period of five years considering wages and fringes, its offer more nearly compares with the performance of the index over that time. The Union argues that taking the last two years, its position has deteriorated in comparison with the rise in the cost of living index. Both of these arguments have merit, but of the two the arbitrator, again applying the concept of recency in time, believes that the Union argument is the stronger. There is a need for "catch-up", which also conforms to the findings with respect to the developments that have occurred in the recent years with respect to basic wage.

The arbitrator agrees with the District position that total compensation is more significant in offers with the CPI; but generally, the arbitrator believes that the Union offer on base wages more nearly conforms to the statutory criterion on changes in the CPI.

### XIII. TOTAL COMPENSATION AND FRINGE BENEFITS.

A. The District presented some exhibits on fringe benefits and overall compensation. District Exhibit 6A showed that Gateway with a combined total of \$504.32 for health and dental insurance for a single person was 5th highest in a list of 15 districts. In combined health and dental insurance for a family it was also 5th. District Exhibit 6 showed that Gateway was among nine districts that paid both Long Term Disability and Life Insurance at 100% of the premium.

The following table is derived from District Exhibit 14:

TABLE XII

BENEFIT BASE - EMPLOYER PAYMENTS

Benefit	1974	1979
Family Health Insurance Paid	\$ 687	\$ 982
Family Dental Insurance Paid	233	429
Long Term Disability Paid	65¢ per \$1000 Salary	72¢ per \$1000 Salary
Life Insurance Paid	60¢ per \$1000 Salary +32%	32¢ per \$1000 Salary +9%
STRS, Employee Share Paid	4.5%	5%

District Exhibit 15 cited earlier shows that the cost of fringes amounts to around 13% to 14% of total compensation for the steps shown in the exhibit.

The following information is derived from the "Cost Worksheet - Actual As of 10/1/79 For Teachers and Aviation T.A. (167 People)" submitted by the District on 10/1/79:

TABLE XIII

## PROJECTED COSTS UNDER THE OFFERS FOR 1979-80

<u>Item</u>	<u>ACTUAL 1978-79</u> <u>(as of 5/21/79)</u>	<u>BOARD'S OFFER</u>			<u>UNION'S OFFER</u>		
		<u>1979-80</u>	<u>Increase</u>	<u>%</u>	<u>Increase</u> <u>1979-80</u>	<u>Increase</u> <u>1979-80</u>	<u>%</u>
1. Contract Salaries	\$2,617,994	\$2,841,422	\$223,428	8.5	\$2,921,187	\$303,193	11.6
2. Total Employee Cost, incl. Med. and Dent. Ins. and STRS	\$2,938,290	\$3,175,447			\$3,259,200		
3. Total Employer Cost for STRS and FICA of Employees	\$ 337,460	\$ 364,554			\$ 374,789		
4. Grand Total Lines 2 and 3	\$3,275,750	\$3,540,001	\$264,251	8.1	\$3,633,989	\$ 35,239	10.9

The Union submitted no exhibits on overall costs or fringe compensation.

B. The Union's Position. The Union says it is in agreement with the revised data as submitted by the District on 10/1/79 except for two exceptions. One of these exceptions is that the Employer did not include in the 1978-79 costs a longevity payment of \$443 for teachers at the top step of each lane, although the Employer did include this in other exhibits. Including this longevity payment would increase the 1978-79 base figure. Not to include the longevity payment would produce an artificial increase in claimed costs. The Union also objects to the failure of the Employer to recognize that there were different numbers of full-time equivalent teachers in 1978-79 and 1979-80. The number of positions listed is 168, but actually there were 167 teachers in 1979-80, and in 1978-79 there were 165 teachers not considering that some were part-time. Thus the method of comparison should be to find the average cost per full-time equivalent teacher. Inclusion of new and or eliminated positions without using average costs would create havoc with the cost impact study.

Following its line of argument above, the Union produced a table in its brief which uses the longevity payment. It accepts the District's figures for the cost of the District's and Union's offers for 1979-80. The following information, abstracted from the Union Brief, shows that the 1977-78 total cost for 163.61 FTE teachers including \$443 longevity is \$3,308,886. The average salary is \$16,273. The average salary for the District offer in 1979-80 is \$17,231 or a 5.89% increase (total of \$3,540,001 / 164.9 FTE teachers). The average salary for the Union offer is \$17,715, or a 8.86% increase (total of \$3,633,989 / 164.9 FTE teachers).

Using a similar method of calculation the Union says that the total average compensation including fringes and rollups for 1978-79 was \$20,349 per employee. In 1979-80 under the District offer it will be \$21,468, or a 5.5% increase, and under the Union offer it will be \$22,038, or an 8.30% increase.

C. The District's Position. The District notes that arbitrators are predisposed to view total compensation in preference to base wages, and it cites a decision made on this basis. The District notes that the Gateway teachers enjoy expensive and fully paid health and dental insurance benefits, and the District is one of only nine districts that afford long term disability benefits and paid life insurance. The District also pays considerably more in "big ticket" insurance items. The District in its brief supplied a chart which shows that ten districts pay from \$184 to \$478 less for health and dental insurance than does Gateway. The District also submitted a chart in which it combined base wages and health and dental insurance. According to this chart Gateway was 6th highest in such payments at the BA base, 12th for BA maximum, 12th at MA base, and 11th at MA maximum. The District says that the combined amount of base wage and insurances shows that the District is offering a total compensation package which retains the District's intermediate level.

As noted earlier, the District rejects the effort of the Union to utilize only base wage comparisons, and it objects to Union Exhibit A18 which gives salary settlements of comparable districts and recent settlements for 1979-80. The District's reasons for objection are that the source of this data was not available to verify how it was computed, and also, the data was of a selective nature. Districts that had settled were not included, and two which had only tentative agreements were included.

As noted earlier, the District says that the payment for \$443 on the top of the schedule was a one time payment only, not to recur in future years, and they should be excluded from cost consideration, since both parties offered to increase the value of the increment as well as the number of steps. The different number of teachers in the cost analysis as presented by the District in its revised cost analysis presents very accurately the financial effort of the District on behalf of the bargaining unit. The cost analysis presented by the District is pure and completely accurate while the Union exhibit on this matter is not.

The District notes that on the basis of the total cost of instructional personnel, the District's offer reflects an increase of 8.5% and the Union offer reflects an increase of 11.6%, while the District offer comes to 8.1% for total compensation and the Union offer is an increase of 10.9%.

D. Discussion. On the matter of fringe benefits, the arbitrator is of the opinion that Gateway offers better than average fringe benefits particularly in the insurances.

In the matter of overall compensation, it appears from the evidence obtained by combining salaries and insurances, that Gateway tends to be below average at the upper ranges.

As to the percentage increase in total compensation for 1979-80, the arbitrator notes a lack of substantial evidence from either party as to what has been happening in various districts. The information by the Union is not backed up by supporting data. The arbitrator in effect is thrust back on using basic wage comparisons for making a judgment on the merits of the offers, and on comparing the total compensation percentage rises as provided by the parties.

The Union has accepted the Revised District Exhibit 1, the tabulation of employees working as of 5/21/79 and as of 10/1/79. It has accepted the District's calculations in Revised District 2 as to the projected costs of either offer for 1979-80. It does not accept the statement of the District on actual costs for 1978-79 found in Revised District 2, because this calculation did not include the longevity payment made to 63.45 FTE teachers in 1978-79. The arbitrator believes that the sum of such monies paid constituted a cost to the Employer for contract salaries in 1978-79 and should be included. This changes the total compensation actually paid by the District, and reduces the percentage increase claimed by it.

Another matter to be considered is how to judge the actual increased effort made by the District with respect to the Union. The FTE equivalent of teachers is 164.9 for 1979-80 and 162.61 for 1978-79. Should the higher cost for additional staff be attributed to the Union offer on wages? The arbitrator thinks not, and believes that the effort by the Union to establish comparability on the basis of increases for the average teacher is justified. The arbitrator believes that the average total compensation of 5.5% for the District offer and 8.30% for the Union offer more nearly reflects the correct proportions of increases required of the District by either offer.



On the basis of the foregoing discussion, the arbitrator believes that the Union offer of 8.30% for total compensation increase more nearly meets the changes in the CPI. The arbitrator cannot effectively judge how comparable it is to other percentage increases offered in other districts.

XIV. CHANGES IN CIRCUMSTANCES DURING THE PENDENCY OF THE PROCEEDINGS. Changes have occurred in the various consumer price indices. The November, 1979 U. S. City All Items CPI stood at 227.5, an increase of 12.6% above the previous November. The November, 1979 CPI-W stood at 227.6, a 12.8% increase above November, 1978. The Milwaukee All Items CPI stood at 229.8, a 15.8% increase over the previous November, and the Milwaukee CPI-W stood at 232.5, also a 15.8% increase above November, 1978.

The arbitrator believes that while this information tends to support the Union request, yet the decision should be made in comparison with the August, 1978 to August, 1979 index when the school year began. Any changes since that time can be dealt with in future negotiations on the next agreement.

XV. OTHER FACTORS. The Union in its brief offers two arguments for its position. One is that, although no evidence was introduced on the President's Wage and Price Guidelines, the Union's final offer is within reasonable compliance of those guidelines. Taking the life of the two year contract from 1978-80, the compounded increase is 15%, which is within the Council on Wage and Price Stability's limitation of an 8% increase in any year and a 14.49% compounded increase. The Union notes also that its percentages include the cost of the increment which does not have to be included.

The Union also points to Union Exhibit B, the arbitration award affecting the parties issued on March 6, 1979. It notes that the arbitrator making this award pointed to the concept of "catch-up". The Union says that the Employer's offer does not offer "catch-up" but regresses.

The arbitrator believes that the offer of the Union does not depart so far from the Wage and Price Guidelines as to call it into question. As to the concept of catch-up, this arbitrator will make his determination on the facts and data submitted in this matter currently to see if "catch-up" is now warranted.

XVI. SUMMARY. The following constitutes a summary of the findings and conclusions of the arbitrator:

1. There is no question here of the lawful authority of the Employer to meet either offer.

2. The parties have reached agreement on all other matters except the issue of wages here.

3. In wage structure, the Union offer seems more reasonable in the matter of progression, but this item is subordinate to the more weighty matter of comparisons in wages and total compensation.

4. In comparable districts the arbitrator has found that all the comparisons proposed by the parties have some validity, but the arbitrator has developed a hierarchy of comparable districts which is found in the text foregoing. All the comparisons offered by the parties have been considered and analyzed.

5. In the matter of base wages, the arbitrator finds that the employees are tending to fall behind comparable districts, and there is a need for "catch-up" at the higher levels.

6. In the matter of comparison of the District offer to the wages in the private sector of industrial employees, the District offer is reasonable. The factor of the need for catch-up is not covered in this type of comparison.

7. In the changes in the cost of living, the Union offer appears to be more reasonable when the last year and the last two years are taken. This outweighs the consideration that over a five year period the District has somewhat exceeded the CPI in its wages.

8. In fringe benefits, the District offers a better than average set of fringes in such matters as insurances.

9. In total compensation, the absence of hard data as to what is happening in other districts forces the arbitrator to rely on the percentage increase in total compensation as compared to the change in the CPI. In this respect the Union offer more nearly meets the change in the cost of living.

10. As to changes during the pendency of the proceedings, the CPI has risen steeply, but the arbitrator is confining himself to using the changes in the CPI from August, 1978 to August, 1979.

11. The Union offer does not depart so far from the President's Wage and Price Guidelines as to call its offer into question.

12. Of the matters above, the two most weighty are the matters with respect to base wages and with changes in the cost of living. In both of these factors, the Union offer more nearly meets the statutory guidelines for comparability. The arbitrator therefore holds that the Union offer should be included in the reopened contract for 1978-80 between the parties.

AWARD. The offer of the Gateway Federation of Teachers, Local 1924, WFT, AFT, AFL-CIO should be included in the reopened wage agreement between it and the Gateway Vocational, Technical and Adult Education District for 1979-80.

*Frank P. Zwick*  
*Mediator - Arbitrator*  
*January 15, 1980*