STATE OF WISCONSIN

BEFORE THE ARBITRATOR

In the Matter of the Petition of SCHOOL DISTRICT OF PORT WASHINGTON To Initiate Mediation-Arbitration Between Said Petitioner and PORT WASHINGTON EDUCATION ASSOCIATION	Case XII No. 27699 MED/ARB-1072 Decision No. 18726-A

Appearances:

Mulcahy & Wherry, S. C., Attorneys and Counselors at Law, by Mr. Dennis J. McNally, appearing on behalf of the Employer.
Mr. Dennis G. Eisenberg, Executive UniServ Director, Cedar Lake United Educators, appearing on behalf of the Association.

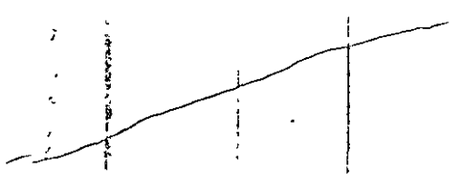
ARBITRATION AWARD:

On August 19, 1981, the Wisconsin Employment Relations Commission appointed the undersigned as Mediator-Arbitrator pursuant to 111.70 (4)(cm) 6.b. of the Municipal Employment Relations Act, in the matter of a dispute existing between School District of Port Washington, referred to herein as the Employer, and Port Washington Education Association, referred to herein as the Association. Pursuant to the statutory responsibilities the undersigned conducted mediation between the Employer and the Association on September 16, 1981, at Port Washington, Wisconsin, over matters which were in dispute between the parties as they were set forth in their final offers filed with the Wisconsin Employment Relations Commission. Mediation failed to resolve the dispute, and arbitration proceedings were held at Port Washington, Wisconsin, on November 9, 1981, after the parties on September 17, 1981, had waived the provisions of the Municipal Employment Relations Act at 111.70 (4)(cm) 6.c. which require the Mediator-Arbitrator to furnish written notice of his intent to arbitrate and to establish a time within which either party may withdraw its final offer. The parties were present at the arbitration proceedings of November 9, 1981, and were given full opportunity to present oral and written evidence and to make relevant argument with respect to their final offers. The proceedings were not transcribed, however, briefs and reply briefs were filed in the matter. Final briefs were exchanged by the Arbitrator on December 18, 1981.

THE ISSUES:

The dispute before the Arbitrator arises pursuant to the reopener provisions contained in the parties' Agreement which expires on August 14, 1982. The sole matter disputed pursuant to the terms of the reopener provisions is the salary schedule for 1981-82 school year. The final offers of the parties for 1981-82 salary schedules are affixed to this Award. Appendix A is the Employer final offer as certified to the Wisconsin Employment Relations Commission, and Appendix B is the Association final offer as certified to the Wisconsin Employment Relations Commission.

The Employer final offer in this dispute proposes a base salary increase of $875.00 to a base of $12,600.00. Additionally, the Employer proposes a revision to the predecessor salary schedule by proposing to add a half step at the MA + 30 schedule lane which did not exist in the predecessor schedule.



The Association proposes to maintain the form of the predecessor salary schedule as it had previously existed, and proposes a $1,150.00 increase to the BA base, establishing a new base of $12,875.00.

DISCUSSION:

The Arbitrator, in deciding which party's final offer should be adopted, is directed by the provisions of 111.70 (4)(cm) to consider and give weight to certain factors contained at 111.70 (4)(cm) 7, a through h. The Employer at page 4 of his initial brief advises that he is relying on the portion of criteria c dealing with the interest and welfare of the public; criteria d, e, f, g and h. The evidence and argument advanced by the Association is directed to criteria d, e and h.

In support of its final offer the Employer makes the following argument:

1. The Employer final offer strikes a balance between the interest and welfare of the public and the economic well-being of the District's teachers.

2. The Employer's economic offer is more reasonable when compared with the increases received by other District employees, based on the Employer's assertion of proper accurate costing analyses. The Employer further argues that his final offer is more competitive with other employer settlements entered into with other employees of this Employer.

3. The Employer final offer is more reasonable when considered in comparison with the wage increases afforded other public employees in Port Washington and Ozaukee County.

4. The CPI exaggerates the increases in cost of living and alternative measures must be utilized, asserting the PCE to be a more accurate measure of cost of living increases than is the CPI. The Employer further argues with respect to cost of living that the current trend of the CPI is declining; that the pattern of voluntary settlements are indicative of how cost of living should be considered in weighing the parties' final offers; and that few workers are keeping pace with the inflation rate.

5. The Employer selection of comparable school districts for comparative purposes under criteria d are the most appropriate for these comparison purposes, and should be adopted by the Arbitrator.

6. The Employer final offer is more reasonable when compared with wages and benefits received by teachers in comparable districts when comparing the minimum and maximum wages received by teachers in comparable districts; and that the Employer final offer provides fair and equitable increases to teachers within the salary schedule; and that a comparison of benefits received by teachers involved in this dispute, compared to benefits received by teachers in comparable districts, further supports the fairness of the Employer's final offer.

In support of its final offer the Association makes the following argument:

1. The Association's selection of comparable school districts for comparative purposes in this dispute is the more appropriate.

2. The cost of living criteria as it affects the standard of living, while in the Association's opinion should not be a major comparability standard for the Arbitrator, favors the adoption of the Association final offer.

3. That the patterns of settlement among comparable districts favor the adoption of the Association final offer.

4. That any discrepancies existing between the Employer and the Association methods of costing the offers should be resolved by the Arbitrator adopting one of the alternate proposed costing methods advanced by the Association, and submits that of its four costing methods, the method labeled method B is the most appropriate method to be adopted for costing purposes.

5. That the economic and settlement data among the comparables supports the adoption of the Association final offer.

6. The addition of the proposed additional half step contained in the Employer final offer at MA + 30 is not warranted.

In its reply brief the Employer argues:

1. The Association choice of comparables is too broad. Therefore, the Employer's choice of comparisons is the most appropriate.

2. That there is no arbitral or statutory standard establishing a minimum percentage of "catch-up" to inflation.

3. The Employer offer is reasonable when compared with other wages received in the area.

4. The Association argument with respect to cost analysis of the offers is a self serving attempt to justify a more appropriate mode of analysis.

5. That any argument made by the Association in its brief with respect to "mitigation of damages" because the District had utilized the settlement money and earned interest thereon should be given no consideration by the Arbitrator.

In its reply brief the Association takes exception to the following arguments advanced by the Employer in its initial brief:

1. That any reliance the Employer places on its status as a fiscally dependent district has no bearing on the outcome of the arbitration.

2. That any Employer argument with respect to the amount of tax increase is unpersuasive when considering that the levy was the fourth lowest of ten comparable school districts, excluding union high school districts.

3. That any reliance the Employer places on the introduction of dental insurance in the 1981-82 school year is misplaced because dental insurance was part of the Agreement entered into in the preceding year, and because this District is the last of the comparable districts to adopt dental insurance coverage.

4. That any attempt to make comparisons between teacher employees and non-teacher employees is inappropriate and argues that the Employer has cited no authority to support those type comparisons.

5. The Association opposes the Employer argument with respect to cost of living, particularly the Employer argument that the PCE is the more accurate measure.

6. That the Employer selection of comparables is inappropriate and runs contrary to holdings by other arbitrators in other disputes with respect to what constitutes comparable employers.

7. That the Employer argument with respect to the Association selection of comparables should be rejected, and finally,

8. That the challenges that the Employer makes in his brief to the reliability of Association data are unfounded, asserting that the Association data is 100% accurate.

Typically, the parties are in disagreement as to what constitutes comparables for the sake of comparison. The Employer submits that comparable school districts should be established as the following 14 other districts in the Port Washington area: Brown Deer, Cedarburg, Cedar Grove, Fredonia, Germantown, Grafton, Hartford UHW, Kewaskum, Mequon, Nicolet UHS, Oostburg, Random Lake, Slinger and West Bend.

The Association submits that the proper comparables to be considered fall

within two tiers. The Association proposes that the primary comparables are those school districts which are contiguous and found in Ozaukee County, and those districts which are not contiguous and outside of Ozaukee County, which comprise the Braveland Athletic Conference. The Association further posits that the secondary tier of school districts to which the Arbitrator should give great weight are those districts which fall within CESA 19. A listing of the Association most comparable districts includes Menomonee Falls, Hamilton, Elmbrook and Arrowhead UHS by reason of their relationship with the Employer district in the athletic conference. The Association further proposes the following districts as comparables: South Milwaukee, Greenfield, Wauwatosa, Maple Dale, Franklin, Whitnall, West Allis, Greendale, Cudahy, Shorewood, Whitefish Bay, Fredonia, Cedarburg, Brown Deer, Germantown, Grafton, Mequon and Nicolet UHS.

There is commonality in the parties' listings of the comparables in that both parties include the following school districts as comparables: Fredonia, Cedarburg, Brown Deer, Germantown, Grafton, Mequon and Nicolet UHS. The Association in its initial brief (page 7) argues that four tiers of comparability be established. The first tier advanced by the Association constitutes schools in the athletic conference and schools contained in both parties' listing of comparables which are identified as: Menomonee Falls, Hamilton, Elmbrook and Arrowhead UHS (conference schools), Fredonia, Cedarburg, Brown Deer, Germantown, Grafton, Mequon, Nicolet UHS. The Association proposed second tier would be comprised of other schools found in CESA 19. The Association third tier of comparables is a grouping of schools found in Washington County. Finally, the Association proposes that the fourth tier of comparables be those selected by the District which fall in Sheboygan County.

The Arbitrator is of the opinion that where parties agree that there are other school districts which constitute comparables for the purposes of comparisons of wages and total compensation in these proceedings, those districts which the parties agree are comparable should be accorded great weight. Therefore, the Arbitrator will first consider those districts which are common in both parties' listings of comparables. If it is concluded that the seven districts which are common to both parties' listings of comparables provide insufficient guidance so as to determine a preference for the final offer of either party, the undersigned will look to the other comparables which the parties propose. With respect to the latter tier of comparables, those on which the parties cannot agree, the undersigned is fully conversant with the determinations on which comparability has been made as set forth in the cases cited by both the Employer and the Association. If it is necessary to establish further comparables to resolve a preference for one party's offer or the other, the undersigned will consider all of the cases cited by both parties in determining which other school districts should be determined to be comparable for the purposes of these comparisons, and to determine which of the remaining districts proposed by both parties should carry greater weight.

Having determined the method in which the comparabilities will be considered, the Arbitrator will first consider the evidence and argument advanced with respect to the comparables in an effort to determine which offer should be adopted when considering the criteria of comparability with other school districts as it goes to the questions of salary comparisons, total compensation comparisons, and patterns of settlement.

THE COMPARABLES

Having determined that first consideration of comparables will be those

TABLE 1

COMPARISONS OF 1980-81 TO 1981-82 AT IDENTIFIED POINTS OF THE SALARY SCHEDULES

	BA Minimum			BA Maximum *			MA Minimum			MA Maximum *			Schedule Max *		
	80-81	81-82	% Inc.	80-81	81-82	% Inc.	80-81	81-82	% Inc.	80-81	81-82	% Inc.	80-81	81-82	% Inc.
Germantown	11950	12875	7.74	17328	19313	11.46	13774	14806	7.49	22709	24419	7.53	25100	26994	7.55
Mequon-Thiensville	11800	12980	10.0	17900	19670	9.89	12980	14278	10.0	22856	25122	9.91	24626	27069	9.92
Port Washington (A)	11725	12875	9.81	18174	19956	9.81	12898	14163	9.81	21106	23176	9.81	23450	25751	9.81
Port Washington (E)	11725	12600	7.46	18174	19530	7.46	12898	13860	7.46	21106	22680	7.46	23450	25515	8.81
Nicolet UHS	11723	12778	9.0	17807	19410	9.0	12604	13738	9.0	25737	28053	9.0	29568	32229	9.0
Cedarburg	11650	12700	9.01	20183	22006	9.03	12606	13742	9.01	22807	24865	9.02	24185	26367	9.02
Brown Deer	11567	12723	9.99	19308	21238	10.0	12270	13496	9.99	23147	25461	10.0	23927	26318	9.99
Grafton	11450	12490	9.08	19192	20883	8.81	12595	13743	9.11	22885	24909	8.84	24700	26887	8.85
Fredonia	11275	12320	9.27	17476	19096	9.27	12967	14168	9.26	20860	22792	9.26	22219	24640	10.9

* Includes Longevity as applicable

The table is constructed to show the Employer final offer in comparable districts where the matter is pending arbitration. In Brown Deer, which has a split schedule for 1981-82, the Arbitrator has assigned the average of the two schedules for purposes of these comparisons.

The schedule maximum for the Employer final offer in Port Washington reflects a new one-half step proposed by the Employer (Step 17½) in the MA + 30 lane.

A review of the data set forth in Table 1 attached satisfies the undersigned that when considering all possible comparisons of the data the Association final offer is supported by the comparables as set forth in Table 1. For example, at each comparative point of the salary schedule contained in Table 1 the Association is proposing that the salary schedule amounts be increased by 9.81%, and the Employer is proposing that each of the same schedule points be increased by 7.46%, except for the schedule maximum where the Employer, by reason of his proposed additional half step in the schedule max, proposes an increase of 8.81%. The percentage of increase at each of these points of the salary schedule proposed by the Employer is the lowest percentage of increase agreed to or in unsettled matters offered by the Employer in any of the foregoing comparable districts, except for the schedule maximum where the Employer added a half step to the schedule, and where for that reason the percentage increase becomes 8.81%, compared to the percentage of increase proposed by the Employer in Germantown of 7.55%. In fact, when considering percentages of increase to the schedule, only Germantown increased its schedule at the comparative points in an amount close to that of the schedule increase proposed by the Employer here. In Germantown, the increase proposed by the Board approximates 7.5%, and that matter is still pending a final determination by another mediator-arbitrator. If the Association offer were adopted in Germantown in arbitration proceedings the percentage increase there would be in the 8.5% range. In view of the uncertainty as to whether the Association or the Employer final offer will be accepted in Germantown, the undersigned finds little value in a comparison of the percentages proposed here and the percentages proposed in Germantown. Consequently, in disregarding the percentage increases to the comparative points of the schedule in Germantown, the Association proposed increase of 9.81% falls within the other patterns of settlement when considering percentages of increase at comparative points of the salary schedule, because those percentages in the other districts without Germantown run from a low of 8.81% to a high of approximately 10%. Conversely, the Employer offer of 7.46% at all points compared in Table 1, except for the schedule max, falls 1.35% below the next lowest percentage increase in Table 1, i.e., Grafton at the BA maximum. Consequently, the undersigned concludes that the comparisons of patterns of settlement among those districts both parties submit as comparable, establish that the Employer offer is 1.35% low when considering those patterns.

The undersigned considers the patterns of settlement described in the preceding paragraph typical and indicative of all other potential comparisons that might be drawn from Table 1 attached. The undersigned is satisfied from a thorough examination of all of the data contained in Table 1 that if a detailed breakdown of other comparisons were set forth in this Award which would compare changes of rank among the comparable districts; absolute dollar increase at the points of comparison at the schedules; and total salaries proposed by each party compared to the salaries paid at the points of comparison in the other districts; all of said comparisons would and do lead to the same conclusions as those set forth in making the comparisons of the percentage pattern of settlement. The undersigned, therefore, concludes that among these seven comparative school districts the Employer final offer should be and is rejected when considering those comparables only.

Turning to comparisons among these same districts as it relates to total compensation, the undersigned has considered Association Exhibit A-16 and Employer Exhibits E-32 and E-33. From the foregoing exhibits it is clear to the undersigned that the commonly accepted fringe benefits used for comparison of total compensation are essentially the same when comparing the instant Employer with the other seven comparable school districts. All of the comparable employers and this school district provide health insurance, life insurance, long term disability, and full retirement, and primarily the comparable districts are all at 100% employer contribution when considering these fringes. With respect to dental insurance, the instant Employer joins the ranks of comparable school districts for the first time commencing with the 1981-82 school year in providing dental insurance with the premiums paid at a 90% employer contribution rate. Thus, when considering total compensation the picture portrayed by a comparison of salaries only is not altered. Furthermore, the undersigned notes in passing from Association Exhibit 16 that the premium dollar paid by the instant Employer for health insurance is the lowest health insurance premium among any of the comparables. Therefore, the undersigned now concludes that when considering total compensation comparisons the Association offer sho uld also be adopted.

Criteria d also directs the Arbitrator to consider a comparison of wages, hours and conditions of employment of the 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. The Employer has directed evidence and argument to the comparisons of wages and wage settlements entered into for public employees for other units with which it bargains, as well as settlements within the City of Port Washington and Ozaukee County. The Employer evidence with respect to percentage settlements for other units and employees employed by this Employer, and for other bargaining units in the City of Port Washington and Ozaukee County, are contained in Employer Exhibits E-10, E-11 and E-14. Exhibit E-10 establishes that wage increases for administrators are 9.8%, for custodians 9.5%, clerical 8.7% and food service 9.4%. Employer Exhibit E-11 establishes that the City of Port Washington entered into agreements for wage increases of 10% in the police unit and 9.6% in the streets unit. Employer Exhibit E-14 establishes that Ozaukee County entered into wage settlements with the sheriff department at 9.5%, with a cap of $150.00 per month, with the Highway department at 10.7% at the starting rate, 10% at the six month rate, 9.4% at the one year rate, and 9% at the foreman rate; and that wage increases for non-represented employees were established at 9.5% with a maximum of $2,000.00. The Employer argues that the foregoing settlement percentages compare favorably to his final offer here and that, therefore, the Employer's offer should be adopted. The undersigned has considered these type of comparisons in previous decisions as it applies to teacher units. Specifically, in Appleton Area School District (Case XXVIII, No. 24838, MED/ARB-461, Decision No. 17202-A, January 17, 1980), this Arbitrator at page 6 of the Award stated:

> The Employer has submitted evidence with respect to the patterns of settlement established internal to its school district, as well as settlements entered into with the City of Appleton and its organized employees. (Employer Exhibit II-N) While patterns of settlement internal to the school district and patterns established within the same community are often given significant weight, the evidence in the instant matter is not persuasive, because no other settlements contained in Employer Exhibit II-N are for teacher units. Given the unique salary structures over which parties bargain in teacher disputes compared to salary structures found in non-teacher disputes; and given the disparity in methods of costing utilized by parties for non-teacher units vis a vis teacher units; there is insufficient evidence in this record for the undersigned to conclude that the patterns of settlement with non-teaching units constitute accurate comparisons.

A review of the record here satisfies the undersigned that the foregoing reasoning in Appleton Schools is equally applicable here and, therefore, the internal comparisons advanced by the Employer are unpersuasive to this Arbitrator.

Considerable evidence and argument has been submitted with respect to the percentage increase of total package cost of the offers of the parties. The Association has advanced four separate and distinct package costing methods, whereas the Employer argues that the one method he uses is the proper costing approach. A review of the evidence establishes that one of the methods used by the Association and the method used by the Employer establish almost identical costing results. Employer Exhibit E-49 uses what is referred to as a staff cast back costing method and determines the package percentages to be 10.6% for the Employer offer and 12.9% for the Association offer. Association Exhibit A-3J and A-3K establish that this method of Association costing attributes a 10.6% value to the Employer offer and a 12.86% value to the Association offer. The Arbitrator accepts these percentages as accurately reflecting the package percentage increase of the offers of the parties here.

The Association has argued that interest income which the Employer has received for monies budgeted but unspent to pay the teacher increases involved in this dispute should be subtracted from the cost of each party's final offer. The undersigned rejects this Association contention and can find no supporting authority for that proposition.

Association Exhibit A-14A provides comparisons of total package increase settlements among comparable school districts and uses the percentages of increase for the Employer and Association final offers here at the 10.6% and 12.86% level. Testimony of Mr. Eisenberg further establishes that the percentages set forth in the comparable districts were established by using the same costing methods as used to establish the percentage package increase of the final offers in this dispute. The exhibits for the same comparables used by the Arbitrator in earlier comparisons establish that the package percentages of settlement in the other comparable districts are as follows: Germantown, Board final offer 11.86%, Germantown, EA final offer 12.65%; Mequon-Thiensville 12.4%; Nicolet UHS data not available; Cedarburg 12.91%; Brown Deer 11.88%; Grafton 12.99%; Fredonia 13.54%. The foregoing comparison, then, confirms this Arbitrator's conclusions when comparing percentage increases at specific points of the salary schedule that the Employer offer here is low and the Association offer is supported by the evidence.

COST OF LIVING CRITERIA

The undersigned has reviewed the evidence with respect to cost of living, and has considered the considerable argument advanced by both parties with respect to the proper measure of cost of living, and sees no reason to depart from this Arbitrator's previous approach to cost of living considerations, where in Merrill Area Public School District (WERC Decision 17955, January, 1981) this Arbitrator stated that guidance to a proper measure of protection against inflation should be determined by what other comparable employers and associations have settled for who have experienced the same inflationary ravages as those experienced by employees of the instant employer. Applying that same reasoning the voluntary settlements entered into between associations and employers in comparable districts also support the Association position as it goes to the amount of protection to be afforded against inflation by reason of cost of living increases.

INTEREST AND WELFARE OF THE PUBLIC

At hearing the Employer adduced testimony, and in his brief devoted considerable argument to a portion of criteria c dealing with the interest and welfare of the public. Notably the evidence and argument were not addressed to the remaining portion of criteria c dealing with the financial ability of the unit of government to meet the cost of any proposed settlement. The Employer argues that his final offer strikes a balance between the interest and welfare of the public and the economic well-being of the District's teachers. By way of general argument the Employer points to the general economic conditions as it impacts state and local government units, and suggests that these severe changing conditions necessitate an ever increasing requirement for fiscal restraint on the part of local governments. More specifically, the Employer points to the testimony of Superintendent of Schools, Herbert, which established that the district is fiscally dependent and cannot fix the total tax levy and was mandated by the Fiscal Review Board to maintain a fiscally conservative position. Testimony further establishes that the District faced a decline in student enrollment which resulted in a reduction of state aid revenue of approximately $300,000.00. Additionally, the testimony establishes that the first budget draft resulted in a budgetary discrepancy of $1,500,000.00 excess expenditure over revenue. That thereafter, the budget was pared of $1,360,000.00, including reduced expenditures in all areas of the budgets, including programs, staff supplies and equipment and building maintenance and operations. The budgetary cuts in staff affected both unit and non-unit employees. That after the foregoing budget slashes were made a tax increase of 13% was required to make up the remaining shortfall. That potential further reductions in state aid will impact severely on this school district because of its high per pupil state aid reimbursement ($924.55 per pupil). From all of the foregoing the Employer argues that its offer is favorable in light of the difficult economic factors with which it must deal.

The undersigned accepts the testimony of Superintendent Herbert with respect to the foregoing facts. This record, however, fails to establish that this Employer faces fiscal problems of any different nature than the fiscal problems that are faced by comparable employers with the possible exception of

the impact of state aid reductions will affect this Employer compared to other employers by reason of his being a high state aid revenue recipient. While the record suggests that this Employer may be somewhat different with respect to state aid reductions than comparable employers are, there is nothing in this record upon which the Arbitrator can specifically establish how a reduction of state aids impacts this Employer compared to a reduction of state aids in other comparable districts. Furthermore, the Employer argument recognizes that the fiscal crunch this District is experiencing is not unique to this District when in his general argument on this point he states that the severe changes necessitate ever increasing requirements for fiscal restraint on the part of state and local governments. Therefore, the undersigned concludes that in the absence of a showing in this record that this Employer is singled out in a different manner from any other comparable employer, the comparables are the more persuasive of the criteria.

CONCLUSIONS:

From all of the foregoing discussion, after considering all of the evidence and the arguments of the parties, as well as the statutory criteria, the Arbitrator concludes that the final offer of the Association is to be adopted, and makes the following:

AWARD

The final offer of the Association is to be incorporated into the written Collective Bargaining Agreement of the parties.

Dated at Fond du Lac, Wisconsin, this 16th day of February, 1982.

Jos. B. Kerkman,
Mediator-Arbitrator

JBK:rr

- 5/19/81 12½ AM

APPENDIX A

'ORT BOARD FINAL OFFER #2 --

STEP	B.A.	BA+15	BA+30	M.A.	MA+15	MA+30
1.0	12,600	13,230	13,608	13,860	14,490	15,120
1.5	12,915	13,545	13,923	14,175	14,805	15,435
2.0	13,230	13,860	14,238	14,490	15,120	15,750
2.5	13,545	14,175	14,553	14,805	15,435	16,065
3.0	13,860	14,490	14,868	15,120	15,750	16,380
3.5	14,175	14,805	15,183	15,435	16,065	16,695
4.0	14,490	15,120	15,498	15,750	16,380	17,010
4.5	14,805	15,435	15,813	16,065	16,695	17,325
5.0	15,120	15,750	16,128	16,380	17,010	17,640
5.5	15,435	16,065	16,443	16,695	17,325	17,955
6.0	15,750	16,380	16,758	17,010	17,640	18,270
6.5	16,065	16,695	17,073	17,325	17,955	18,585
7.0	16,380	17,010	17,388	17,640	18,270	18,900
7.5	16,695	17,325	17,703	17,955	18,585	19,215
8.0	17,010	17,640	18,018	18,270	18,900	19,530
8.5	17,325	17,955	18,333	18,585	19,215	19,845
9.0	17,640	18,270	18,648	18,900	19,530	20,160
9.5	17,955	18,585	18,963	19,215	19,845	20,475
10.0	18,270	18,900	19,278	19,530	20,160	20,790
10.5	18,585	19,215	19,593	19,845	20,475	21,105
11.0	18,900	19,530	19,908	20,160	20,790	21,420
11.5	19,215	19,845	20,223	20,475	21,105	21,735
12.0	19,530	20,160	20,538	20,790	21,420	22,050
12.5	~~19,530~~	20,475	20,853	21,105	21,735	22,365
13.0	19,530	20,790	21,168	21,420	22,050	22,680
13.5	19,530	~~20,790~~	21,483	21,735	22,365	22,995
14.0	19,530	20,790	21,798	22,050	22,680	23,310
14.5	19,530	20,790	~~21,798~~	22,365	22,995	23,625
15.0	19,530	20,790	21,798	22,680	23,310	23,940
15.5	19,530	20,790	21,798	~~22,680~~	23,625	24,255
16.0	19,530	20,790	21,798	22,680	23,940	24,570
16.5	19,530	20,790	21,798	22,680	~~23,940~~	24,885
17.0	19,530	20,790	21,798	22,680	23,940	25,200
17.5	19,530	20,790	21,798	22,680	23,940	25,515
18.0	~~19,530~~	~~20,790~~	~~21,798~~	~~22,680~~	~~23,940~~	~~25,515~~

# OF TEACHERS (FTE)	=	170.10
TOTAL PAYROLL	=	$3,348,540.00
AVERAGE SALARY	=	$19,685.70

APPENDIX B

TH.
@ 10.00 pm

PWEA FINAL OFFER #1 (05/18/81) --

STEP	B.A.	BA+15	BA+30	M.A.	MA+15	MA+30
1.0	12,875	13,519	13,905	14,163	14,807	15,451
1.5	13,197	13,841	14,227	14,485	15,129	15,773
2.0	13,519	14,163	14,549	14,807	15,451	16,095
2.5	13,841	14,485	14,871	15,129	15,773	16,417
3.0	14,163	14,807	15,193	15,451	16,095	16,739
3.5	14,485	15,129	15,515	15,773	16,417	17,061
4.0	14,806	15,450	15,836	16,094	16,738	17,382
4.5	15,128	15,772	16,158	16,416	17,060	17,704
5.0	15,450	16,094	16,480	16,738	17,382	18,026
5.5	15,772	16,416	16,802	17,060	17,704	18,348
6.0	16,094	16,738	17,124	17,382	18,026	18,670
6.5	16,416	17,060	17,446	17,704	18,348	18,992
7.0	16,738	17,382	17,768	18,026	18,670	19,314
7.5	17,060	17,704	18,090	18,348	18,992	19,636
8.0	17,381	18,025	18,411	18,669	19,313	19,957
8.5	17,703	18,347	18,733	18,991	19,635	20,279
9.0	18,025	18,669	19,055	19,313	19,957	20,601
9.5	18,347	18,991	19,377	19,635	20,279	20,923
10.0	18,669	19,313	19,699	19,957	20,601	21,245
10.5	18,991	19,635	20,021	20,279	20,923	21,567
11.0	19,313	19,957	20,343	20,601	21,245	21,889
11.5	19,635	20,279	20,665	20,923	21,567	22,211
12.0	19,956	20,600	20,986	21,244	21,888	22,532
12.5	~~20,278~~	20,922	21,308	21,566	22,210	22,854
13.0	20,600	21,244	21,630	21,888	22,532	23,176
13.5	20,922	~~21,566~~	21,952	22,210	22,854	23,498
14.0	21,244	21,888	22,274	22,532	23,176	23,820
14.5	21,566	22,210	~~22,596~~	22,854	23,498	24,142
15.0	21,888	22,732	22,918	23,176	23,820	24,464
15.5	22,210	22,854	23,240	~~23,498~~	24,142	24,786
16.0	22,531	23,175	23,561	23,819	24,463	25,107
16.5	22,853	23,497	23,883	24,141	~~24,785~~	25,429
17.0	~~23,175~~	23,819	~~24,205~~	~~24,463~~	~~25,107~~	25,751

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