

STATE OF WISCONSIN  
BEFORE THE MEDIATOR-ARBITRATOR

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**AUG 9 1982**

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

-----  
: In the Matter of the Petition of  
: PRAIRIE FARM PUBLIC SCHOOL DISTRICT  
: To Initiate Mediation-Arbitration  
: Between Said Petitioner and  
: NORTHWEST UNITED EDUCATORS  
: -----

Case VII  
No. 28282 MED/ARB-1280  
Decision No. 18992-A

APPEARANCES:

Alan D. Manson, Northwest United Educators, appearing on behalf of the Association.

Mulcahy & Wherry, S.C., Attorneys at Law, by Michael J. Burke, appearing on behalf of the District.

On October 7, 1981, the Wisconsin Employment Relations Commission appointed the undersigned as Mediator-Arbitrator, pursuant to Section 111.70(4) (cm) 6(b) of the Municipal Employment Relations Act, to hear the matter of a dispute existing between the Prairie Farm Public School District (hereinafter the Board or District), and Northwest United Educators (hereinafter the Association). Pursuant to statutory responsibilities, the undersigned conducted mediation proceedings between the District and the Association on November 12, 1981. The mediation effort failed to resolve the issues at impasse. The dispute was thereafter submitted to the undersigned in an arbitration hearing conducted on the same evening for final determination. The parties were given a full opportunity to present relevant evidence and to make oral argument. The proceedings were not transcribed, but post hearing briefs and reply briefs were filed with and exchanged through the Mediator-Arbitrator. Based upon a review of the evidence and arguments and utilizing the criteria set forth in Section 111.70(4) (cm), Wis. Stats., the undersigned renders the following award:

ISSUES:

The only substantive issue in dispute between the District and the Association involves the salary schedule for the 1981-82 school year. The final offers of the parties are reproduced below:

DISTRICT'S FINAL OFFER

	<u>BA</u>	<u>BA+8</u>	<u>BA+16</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+8</u>
0	11,656	11,871	12,086	12,301	12,516	12,731
1	12,122	12,346	12,569	12,793	13,017	13,240
2	12,588	12,821	13,052	13,285	13,518	13,749
3	13,054	13,296	13,535	13,777	14,019	14,258
4	13,520	13,771	14,018	14,269	14,520	14,767
5	13,986	14,246	14,501	14,761	15,021	15,276
6	14,452	14,721	14,984	15,253	15,522	15,785
7	14,918	15,196	15,467	15,745	16,023	16,294
8	15,384	15,671	15,950	16,237	16,524	16,803
9	15,850	16,146	16,433	16,729	17,025	17,312
10	16,316	16,621	16,916	17,221	17,526	17,821
11	16,782	17,096	17,399	17,713	18,027	18,330
12				18,205	18,528	18,839
13					19,029	19,348
14						19,857

ASSOCIATION'S FINAL OFFER

	<u>BA</u>	<u>BA+8</u>	<u>BA+12</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+8</u>
0	11,825	12,039	12,253	12,467	12,681	12,895
1	12,298	12,521	12,743	12,966	13,188	13,411
2	12,771	13,003	13,233	13,465	13,695	13,927
3	13,244	13,485	13,723	13,964	14,202	14,443
4	13,717	13,967	14,213	14,463	14,709	14,959
5	14,190	14,449	14,703	14,962	15,216	15,475
6	14,663	14,931	15,193	15,461	15,723	15,991
7	15,136	15,413	15,683	15,960	16,230	16,507
8	15,609	15,895	16,173	16,459	16,737	17,023
9	16,082	16,377	16,663	16,958	17,244	17,539
10	16,555	16,859	17,153	17,457	17,751	18,055
11	17,028	17,341	17,643	17,956	18,258	18,571
12				18,455	18,765	19,087
13					19,272	19,603
14						20,119

The parties also disagree as to the appropriate comparable school districts to be utilized for comparative purpose.

STATUTORY CRITERIA:

Since no voluntary impasse procedure has been agreed to by the parties, the undersigned is required to chose the more reasonable final offer pursuant to specified criteria. Section 111.70(4) (cm)7 requires the Mediator-Arbitrator to consider the following criteria when rendering an award:

- A. The lawful authority of the municipal employer.
- B. The 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 with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and 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.

COMPARABILITY ISSUE:

Position of the Parties:

The Association maintains that the basis for comparability should be the average of the total number of school districts in the State of Wisconsin which have settled salary schedules for the 1981-82 school year as of the date of the hearing. The Association has introduced as an exhibit a summary of the 237 school districts out of approximately 430 districts for which relevant salary data was available as of November 12, 1981 (the date of the arbitration proceeding). In its brief, however, the Association contends that either set of comparables (ie., utilization of the 237 state-wide settled districts, or the Board's selected comparables) will prove that the Association's final offer is the more reasonable of the two. Thus, the selection of comparables in this case is not a critical decision according to the Association.

The District dismisses the Association's use of state-wide comparables, and supports that position by pointing out that there is no arbitral authority for the use of state-wide comparability. The District would have the Arbitrator utilize as comparables the Lakeland Athletic Conference, which is the conference in which Prairie Farm competes in its athletic programs. In addition, the District urges the Arbitrator to use as comparables those school districts which are in the CESA #4 Region and have settled their 1981-82 salary schedules. The District argues that this is necessary because, at the time of the hearing, only four of the Lakeland Conference schools had resolved their 1981-82 salary schedule disputes (Northwood, Siren, Clayton and Birchwood). The inclusion of the CESA #4 schools which have settled their salary schedules at the time of the hearing (12) produces a more balanced comparative basis upon which the Mediator/Arbitrator can decide which of the final offers is more reasonable under the statutory guidelines previously cited.

Discussion:

The resolution of the comparability issue is not critical in determining which of the final offers is the more reasonable. While at different points in time the Association has argued for the inclusion of additional schools besides those utilized by the District, in fact the Association has also argued that under the District's criteria for comparability, the Association's final offer is the more reasonable. In this regard, the undersigned Mediator-Arbitrator is inclined to agree with the District; a review of the collective bargaining agreements which have established their 1981-82 salary schedules (whether by arbitration or by voluntary settlement) for the Lakeland Athletic Conference and for the CESA #4 area would appear to be the appropriate comparable districts to be utilized for analytical purposes.

At the time of the hearing there were 16 school districts from either the Lakeland Athletic Conference or the CESA #4 District which had agreed upon the 1981-82 salary schedules. In addition, at the time of hearing the School District of Bruce had proceeded to arbitration for resolution of their 1981-82 salary schedule before Arbitrator Imes; and the parties were awaiting a decision on that case. Since the School District of Bruce is within the Lakeland Athletic Conference and the CESA #4 district, it naturally would be a comparable school district under the District's selection of comparables. Arbitrator Imes decided the matter involving the School District of Bruce on February 2, 1982; and, by agreement of the parties, that decision has been utilized by the undersigned Mediator-Arbitrator as one of the districts to be included in the list of comparables. Therefore, for comparability purposes, the undersigned has selected the following 17 school districts, all of which fall within CESA #4 and/or the Lakeland Athletic Conference, for purposes of deciding which final offer is the more reasonable:

Balsam Lake (Unity) (CESA 4)  
Chetek (CESA 4)  
Cumberland (CESA 4)  
Frederick (CESA 4)  
Ladysmith (CESA 4)  
Minong (Northwood) (Lakeland Ath. Conf.)  
Osceola (CESA 4)  
Rice Lake (CESA 4)  
St. Croix Falls (CESA 4)  
Siren (Lakeland Ath. Conf.)  
Spooner (CESA 4)  
Clayton (Lakeland Ath. Conf.)  
Birchwood (Lakeland Ath. Conf.)  
Barron (CESA 4)  
Luck (CESA 4)  
Amery (CESA 4)  
Bruce (Lakeland Ath. Conf.)

SALARY ISSUE:

The Position of the Parties:

District: Using the Lakeland Athletic Conference schools and school districts within CESA #4 as comparables, the Board's offer of 11.65% is more reasonable than the Association's final offer, even though the Board's offer is slightly less than the average settlement of the comparable districts. The Association's offer of 13.06%, on the other hand, exceeds the average settlement of the comparable districts by a significantly greater margin. The weight to be given such settlement patterns has been well established through prior arbitration awards.

The Board further notes that settlements for the 1979-80 school year as well as the 1980-81 school year demonstrate that Prairie Farm School District has improved its rank in three out of five benchmarks on the salary schedule. As a result on these prior improvements, the Board contends that the District is not in a "catch-up" position; consequently, the Association's final offer is excessive and cannot be justified.

Relevant cost of living increases further support the reasonableness of the Board's position, since the final offer of the District far exceeds either the Consumer Price Index (CPI) or the Personal Consumption Expenditure Deflator (PCE), the two most frequently used indices for measuring such changes. The Board relies on information from July 1, 1980 to June 30, 1981 as the proper yardstick for measuring such changes in the cost of living because this was the information available at the time of negotiations. Moreover, prior arbitration awards have adopted similar reasoning when dealing with the issue of appropriate cost of living data.

The Board points out that several arbitrators have given limited weight to the CPI figures; and that some arbitrators view the CPI only as a general reference point since it does not accurately reflect changing consumption patterns. Thus, argues the Board, the PCE is a more accurate index and should be given greater weight by the Arbitrator when considering this factor. For the period in question, the CPI-All Cities index increased 9.6% and the PCE rose to 8.19%. When compared with either index, the Association's offer of 13.06% cannot be justified. On the other hand, the Board's offer, while exceeding either index, is clearly more reasonable in that it is closer to the increases reflected by these cost of living indexes.

The actual wage increase amounts to 10.4% with the Board's final offer, and 11.9% with the Association's final offer. Moreover, under the Association's offer, one-third of the teaching staff at Prairie Farm will receive wage increases of over 13%.

This is obviously excessive and cannot be justified either by the increase in the cost of living or a need for "catch-up" among the comparable districts.

The Board's final offer admittedly does result in minor rank decreases. However, this is understandable since at least one other district - Birchwood - altered its costing method, resulting in higher minimum and maximum rates and also its comparable rank. A similar situation exists at Cumberland, thus producing the consequence of Prairie Farm's rank slipping by comparison. Although such distortion in rank has occurred, it is to be noted that Prairie Farm has traditionally trailed these districts and, under the Board's final offer, will continue to compare favorably with the other Conference and CESA #4 school districts. Thus, the Board contends that the pattern of settlements should be given the greater weight by the Arbitrator.

Finally, the Board submits that its offer is clearly more consistent with the voluntary settlements reached in comparable districts. Selection of the Association's final offer, on the other hand, would result in an increase totally inconsistent with the settlement pattern for the area and one which does not approximate any agreement which the parties would have mutually agreed to through the process of collective bargaining.

Association: Regardless of the comparables used, statewide settled districts or the 18 area schools suggested by the Board, the Association's final offer is the more reasonable. When percentage increases for 1981-82 salary adjustments are compared among the comparable districts, the Association's offer is more reasonable than the District's offer at any of the four benchmarks cited, except at the BA Maximum. The disparate Association offer at this benchmark, however, is justified by the need for catch-up in that particular portion of the salary schedule. It is further emphasized by the Association that there are currently no teachers at this level of the salary schedule.

It is also clear that benchmark comparisons viewed as dollar differentials between Prairie Farm and the state average, or Prairie Farm and the 18 area districts, demonstrate that the Association's final offer is again the more reasonable. In fact, the District offer would produce further erosion and a widening of the distance from the average in nearly every benchmark comparison. Regardless of the set of comparables utilized for analysis, the Association's offer is clearly closer to the average. In only one benchmark does the District's proposal appear to be closer to the average: at the BA Maximum. This, however, is the one place on the salary schedule which needs the greatest amount of catch-up; therefore, a greater-than-average increase is clearly justified.

In view of these comparisons, and since the District has not demonstrated its inability to pay the cost of the Association's final offer, the Arbitrator should give great weight to the comparability factors; these factors clearly support the Association's final offer.

Both the Association's final offer and the District's final offer are close to the increase in the cost of living. However, the Association argues that even if the cost of living is moderating, there is no ability to pay argument; thus, this factor should not be held against the employees of the District.

The Association claims that the Minneapolis CPI for the past 12 months was 12.1% for all consumers. By comparison, the Association's offer of 9.0% with 12.0% for several steps in which no one is located, is indeed reasonable. However, the District's offer of 7.5% and 10.5% (at phantom steps) respectively, is not reasonable.

Although the District may argue that cost of living should be compared with total cost, this does not reflect the savings realized by the District by replacing experienced teachers with less experienced staff members. In fact, when this savings is taken into account, the Association's final offer of 11.7% on total wages is reduced to 10.4% as the actual cost of their proposal. Furthermore, even with the addition of extra-curricular pay increases and additional costs for health insurance and LTD, the Association's proposal is only 12.0% if the actual staff for 1981-82 is utilized for costing purposes.

Moreover, the obvious need for catch-up in areas such as the extra-curricular schedule should not force a less-than-reasonable increase in the basic salary schedule.

Consideration should also be given to previous years when employees were not able to keep up with the rapidly increasing cost of living. Since salary is the only issue in dispute and the Association's offer is the more reasonable, the cost of living factor further supports the Association's proposal.

When overall compensation is assessed, it is clear that Prairie Farm is below the average of the comparables, particularly in the area of insurance coverage. Even the relatively large increase in the premiums for health insurance is moderated by the fact that comparable districts are continuing to provide broader coverage while still facing similar inflationary pressures. Thus, since teachers at Prairie Farm are not receiving significantly better fringe benefits, the salary issue should be analyzed by itself. Once the salary issue is isolated, it is obvious that the Association's offer is clearly more reasonable.

Finally, the Association stresses the point that the below average wage rates at Prairie Farm coupled with the undistinguished fringe benefit position of the teachers suggests that even an average percentage increase this year will result in additional slippage for the District's teachers. Either parties' offer will result in a decline in the income of Prairie Farm teachers when compared with the average of the comparables. At least the Association's final offer makes an attempt to maintain these teachers' relatively poor position; the District's offer makes a bad situation even worse.

#### Discussion:

For purposes of analyzing the parties' final offers, the undersigned Mediator-Arbitrator has developed four charts based on the information supplied by the parties. The seventeen comparable school districts have been analyzed on the basis of four benchmarks on each salary schedule: the BA Base (Chart 1), the BA Maximum (Chart 2), the MA Base (Chart 3), and the MA Maximum (Chart 4). The following charts have been developed by the undersigned and will be utilized to make a comparative analysis based on the aforementioned benchmarks; comparisons have been made between the 1980-81 salary schedules of the seventeen comparable districts and the 1981-82 salary schedules of these same districts. The final offers of the parties are then analyzed in terms of actual salaries, percentage increases, actual dollar increases, and relative ranking in comparison to the averages of the seventeen comparable districts.

CHART 1

BA Base

	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Balsam Lake	\$11,730	\$12,844	9.5	1114
Chetek	11,049	12,000	8.6	951
Cumberland	10,775	11,987	11.2	1212
Frederic	11,150	12,265	10.0	1115
Ladysmith	11,100	12,125	9.2	1025
Minong	10,900	11,700	7.3	800
Osceola	11,768	12,700	8.0	932
Rice Lake	11,000	12,419	12.9	1419
St. Croix	11,280	12,521	11.0	1241
Siren	10,858	12,182	12.2	1324
Spooner	11,000	12,419	12.9	1419
Clayton	10,850	11,810	8.8	960
Birchwood	10,760	12,024	11.7	1264
Barron	11,000	12,342	12.2	1342
Luck	11,295	12,482	10.5	1187
Amery	11,175	12,120	8.5	945
Bruce	10,550	11,817	12.0	1267
Average	11,073	12,184	10.4	1148
Prairie Farm	10,843	Bd. 11,656	Bd. 7.5	Bd. 813
		Assn 11,825	Assn 9.1	Assn 982
+ Average	-230	Bd. -528	Bd. -2.9	Bd. -335
		Assn -359	Assn -1.3	Assn -166
Ranking	13	Bd. 18		
		Assn 15		

CHART 2  
BA Maximum

	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Balsam Lake	\$17,270	\$18,911	9.5	1641
Chetek	16,533	18,024	9.0	1491
Cumberland	16,855	18,640	10.6	1785
Frederick	16,545	18,200	10.0	1655
Ladysmith	17,161	18,749	9.3	1588
Minong	15,700	17,160	9.3	1460
Osceola	16,946	18,796	10.9	1850
Rice Lake	16,222	18,089	11.5	1867
St. Croix	16,415	18,221	11.0	1806
Siren	15,631	17,541	12.2	1910
Spooner	16,550	18,346	10.9	1796
Clayton	16,250	17,450	7.4	1200
Birchwood	15,298	17,095	11.7	1797
Barron	17,141	19,007	10.9	1867
Luck	16,840	18,609	10.5	1769
Amery	17,301	18,935	9.4	1634
Bruce	15,949	17,863	12.0	1914
Average	16,506	18,214	10.4	1707
Prairie Farm	15,183	Bd. 16,782	Bd. 10.5	Bd. 1599
		Assn 17028	Assn 12.2	Assn 1845
+ Average	-1,323	Bd. -1,432	Bd. +.1	Bd. -108
		Assn -1,186	Assn +1.8	Assn +138
Ranking	18	Bd. 18		
		Assn 18		

CHART 3  
MA Base

	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Balsam Lake	\$12,381	\$13,558	9.5	1177
Chetek	11,965	12,800	7.0	835
Cumberland	11,875	13,211	11.3	1336
Frederick	12,050	13,255	10.0	1205
Ladysmith	11,988	13,100	9.3	1112
Minong	11,500	12,660	10.1	1160
Osceola	12,652	13,548	7.1	896
Rice Lake	11,800	13,322	12.9	1522
St. Croix	12,380	13,742	11.0	1362
Siren	11,718	13,147	12.2	1429
Spooner	11,800	13,320	12.9	1520
Clayton	11,650	12,770	9.6	1120
Birchwood	11,262	12,585	11.8	1323
Barron	11,800	13,240	12.2	1440
Luck	12,180	13,460	10.5	1280
Amery	12,517	13,574	8.4	1057
Bruce	11,250	12,601	12.0	1351
Average	11,928	13,170	10.5	1243
Prairie Farm	11,624	Bd. 12,516	Bd. 7.7	Bd. 892
		Assn 12,681	Assn 9.1	Assn 1057
+ Average	-304	Bd. -654	Bd. -2.8	Bd. -351
		Assn -489	Assn -1.4	Assn -186
Ranking	15	Bd. 18		
		Assn 15		

CHART 4  
MA Maximum

	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Balsam Lake	\$19,156	\$20,977	9.5	1821
Chetek	18,956	20,447	7.9	1491
Cumberland	19,025	21,054	10.7	2029
Frederick	18,615	20,477	10.0	1862
Ladysmith	19,603	21,444	9.4	1841
Minong	16,700	18,540	11.0	1840
Osceola	20,054	22,138	10.4	2084
Rice Lake	18,856	21,063	11.7	2207
St. Croix	18,555	20,596	11.0	2041
Siren	17,888	20,074	12.2	2186
Spooner	18,880	20,977	11.1	2097
Clayton	17,050	18,530	8.7	1480
Birchwood	17,494	19,549	11.7	2055
Barron	19,003	20,985	10.4	1982
Luck	18,660	20,620	10.5	1960
Amery	19,123	20,927	9.4	1804
Bruce	17,169	19,229	12.0	2060
Average	18,517	20,449	10.4	1932
Prairie Farm	17,669	Bd. 19,029	Bd. 7.7	Bd. 1360
		Assn 19,272	Assn 9.1	Assn 1603
+Average	-848	Bd. -1,420	Bd. -2.7	Bd. -572
		Assn -1,177	Assn -1.3	Assn -329
Ranking	14	Bd. 17		
		Assn 17		



Chart 1 indicates that at the BA Base, both the Board's and the Association's final offers result in a decline in Prairie Farm's rank among the comparable districts: under the Association's final offer, Prairie Farm at the BA Base loses ground by moving from thirteen out of eighteen to fifteen out of eighteen; under the Board's final offer, the result is a decline from thirteen out of eighteen to eighteen out of eighteen. In other words, under the Board's final offer, Prairie Farm would end up in last place among the comparables. It is also obvious that the Association's final offer is more closely in line with the average percentage increase for the comparable districts, as well as the actual dollar increase for the comparable districts when compared to the prior year's salary schedule. Additionally, it is obvious that while neither the Board's final offer nor the Association's final offer permits teachers at Prairie Farm to maintain their salary differential from the average of the comparables, the Association's final offer creates less erosion from the average salary of the comparable group than does the Board's final offer. Under the Association's final offer, teachers at the BA Base at Prairie Farm will receive \$359.00 less than the average salary paid to teachers at the same lane and step level working in comparable school districts; if the Board's final offer were to be accepted, the same teacher at Prairie Farm receives \$528.00 less. Accordingly, at this step in the salary schedule, the Association's final offer is deemed more reasonable than the District's final offer.

Chart 2 demonstrates the impact of the parties' final offer at the BA Maximum level when compared with the seventeen comparable districts. The relative ranking of Prairie Farm teachers at this benchmark of the salary schedule is not affected by the selection of either the Board's final offer or the Association's final offer: in either event Prairie Farm's teachers will remain in last place among the comparables at the BA Maximum level. The Board's final offer is only one tenth of a percent above the average for the comparable districts and is only \$108.00 below the average dollar increase among the comparable districts at this point on the salary schedule. The Association's final offer is 1.8 percent above the average percentage increase among the comparable districts and is \$138.00 above the average dollar increase when measured against the seventeen other comparable districts. The undersigned is most impressed, however, with the salary differentials experienced by Prairie Farm's professional staff at this level. For the 1980-81 school year, Prairie Farm teachers at the BA Maximum received \$1,323.00 less than the average BA Maximum teachers working in comparable school districts. Under the Board's final offer for the 1981-82 school year this differential would increase to \$1,432.00 below the average of the comparables. The Association's final offer would result in Prairie Farm's teachers receiving \$1,186.00 less than the average of the comparable districts. In short, while both the Board's and Association's final offers maintains Prairie Farm in last place among the comparables, the Board's final offer continues to widen the gap between the average salary paid to teachers at the BA Maximum in comparable districts and salaries paid to Prairie Farm teachers at the same level. The Association's final offer begins to narrow that gap, and, at the same time, retains Prairie Farm's unenviable position as last among the comparable districts. The undersigned Arbitrator concludes that the Association's final offer is more reasonable than the Board's final offer at this benchmark. There is no justification presented in the record to support the proposition that experienced teachers in Prairie Farm (who are already in last place among the comparables) should continue to suffer further erosion and move further from the average salary paid to teachers at the BA Maximum level in comparable districts.

Chart 3 demonstrates the impact of the parties' final offers when measured against the relative comparable districts at the MA Base benchmark of the salary schedules. The Association's

final offer is significantly closer to the average of the comparables in every respect. The Board's final offer would result in a decline in the relative rank of Prairie Farm teachers at this level, while the Association's final offer maintains the District's prior rank of fifteen out of eighteen. Similarly, while both the Board's and the Association's final offers continue to widen the gap between the average salary paid to teachers in the comparable districts at the MA Minimum level of the salary schedule, it is apparent that the Board's final offer creates significant erosion and greater irreparable damage than does the Association's final offer. In fact, the impact of the Board's final offer expressed both as a percentage increase and a dollar increase is almost twice as far removed from the norm of the comparable districts than the Association's final offer. Therefore, the Association's proposal is deemed to be the more reasonable of the two final offers at the MA Base benchmark.

Chart 4 indicates that at the MA Maximum the Association's proposal is significantly closer to the norm among the comparables in every respect; the Board's final offer produces very much the same result as indicated in Chart 3 at the MA Base. While both the Board's and the Association's final offers lead to a further erosion of the position of the teachers in Prairie Farm at the MA Maximum level, the Board's proposal creates significantly more irreparable harm to teachers at this benchmark of the salary schedule. When measured as a percentage increase, the Board's final offer is 2.7% less than the average percentage increase granted in the other seventeen comparable school districts; the Association's final offer is 1.3% less. In terms of the dollar increase at the MA Maximum benchmark, the Board's final offer is \$572.00 less than the average of the seventeen comparable districts, while the Association's final offer would produce a dollar increase which is \$329.00 less than the average. Of greatest significance, however, is the increasing gap in salaries paid to teachers at Prairie Farm when measured against the average of the comparable school districts. Under the Board's final offer, teachers at Prairie Farm would receive \$1,420.00 less than the average of the comparables at the MA Maximum; under the Association's final offer, Prairie Farm teachers at the MA Maximum step of the salary schedule will receive \$1,177.00 less than the average among the comparable districts at the same point in the salary schedule. Accordingly, at the MA Maximum step of the salary schedule the Association's final offer seems to be the more reasonable of the two.

Based upon all of the foregoing, the undersigned concludes that the Association's salary proposal is more reasonable and comparable than the Board's final offer. This analysis is supported by a comparison of the respective proposals of the parties as those proposals are examined in the light of comparable salary schedules and settlements. Regardless of the method of characterizing the respective final offers, it is clear that the Association's final offer more closely reflects the normative pattern of settlements established in the comparable districts.

While each of the parties contend that their respective offers are supported by increases in the cost of living, the undersigned Arbitrator believes that, where a clear pattern of settlements has been established, such settlement patterns provide a fairer basis for determining the reasonableness of the parties' economic proposal than does strict reliance upon the CPI or the PCE as an index for measuring the cost of living. Accordingly, the decision reached herein is based upon the analysis of the parties' final offers as those offers are measured against existing salary schedules in comparable districts.

Based upon the foregoing analysis, the undersigned renders the following Award:

ARBITRATION AWARD

The 1981-82 collective bargaining agreement between Prairie Farm Public School District and Northwest United Educators shall incorporate the final offer of the Association which has been submitted herein.

Dated this 30<sup>th</sup> day of July, 1982 in Madison, Wisconsin.

*Michael F. Rothstein*

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Michael F. Rothstein  
Mediator/Arbitrator