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JAN 29 1982

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

STATE OF WISCONSIN

BEFORE THE ARBITRATOR

 *
 In the Matter of the Petition of *
 *
 HOWARD-SUAMICO EDUCATION *
 ASSOCIATION *
 *
 To Initiate Mediation-Arbitration *
 Between Said Petitioner and *
 *
 SCHOOL DISTRICT OF HOWARD-SUAMICO *
 *

Case XI
 No. 28585 MED/ARB-1382
 Decision No. 19010-A

APPEARANCES:

Mr. Ron Bacon, Executive Director, United Northeast Educators, appearing on behalf of the Association;

Mr. Dennis W. Rader, Attorney at Law, Mulcahy & Wherry, S. C., appearing on behalf of the Board.

ARBITRATION AWARD:

On October 13, 1981, the Wisconsin Employment Relations Commission appointed the undersigned as Mediator-Arbitrator pursuant to Section 111.70 (4) (cm) 6.b. of the Wisconsin Employment Relations Act, in the matter of the impasse existing in the Howard-Suamico School District, referred to herein as the "District," between the Howard-Suamico Education Association, referred herein as the "Association," and the Howard-Suamico Board of Education, referred to herein as the "Board." Pursuant to the requirements of the statute, the undersigned conducted mediation proceedings between the parties on November 10, 1981, at the Offices of the Howard-Suamico School District over matters at impasse between the parties as set down in the final offers filed with the Wisconsin Employment Relations Commission. An impasse remained as the conclusion of the mediation proceedings on the issue shown below. The undersigned notified the Wisconsin Employment Relations Commission that the impasse still existed. Consistent with Section 111.70 (4) (cm) 6.c. of the Wisconsin Employment Relations Act, written notice was given of the intent to arbitrate this matter on November 24, 1981, at 4:00 PM before which time either party could withdraw their final offer. Arbitration proceedings were conducted on November 24, 1981, in the District Offices at Green Bay, Wisconsin, at which time the parties were present and given full opportunity to present oral and written evidence and to make relevant argument. Neither party requested a transcript of the proceeding and none was made. The parties agreed to exchange posthearing briefs no later than the close of business December 17, 1981, and reply briefs no later than the close of business December 24, 1981. The record was then closed.

THE ISSUES:

The sole issue at impasse between the parties was the dispute of the base pay during the term of the one year agreement as set forth in the final offers of the parties as follows:

ASSOCIATION FINAL OFFER:

That the base pay be \$12,950 for the term of the contract and that the appropriate schedule be adopted as provided in the Agreement.

BOARD FINAL OFFER:

That the base pay be \$12,850 for the term of the contract and that the appropriated schedule be adopted as provided in the Agreement.

It was stipulated by the parties that these trial schedules be used for the purposes of these proceedings and that the exact schedule based on the award would be calculated according to the terms of the Agreement:

1981-1982 SALARY SCHEDULE PER ASSOCIATION OFFER

STEP	BA	BA+15	BA+6	BA+12	BA+18	BA+24	BA+30
0	12,950	13,050	13,150	13,300	13,450	13,600	13,750
1	13,545	13,658	13,771	13,947	14,123	14,299	14,475
2	14,140	14,266	14,392	14,594	14,796	14,998	15,200
3	14,735	14,874	15,013	15,241	15,469	15,697	15,925
4	15,330	15,482	15,634	15,888	16,142	16,396	16,650
5	15,925	16,090	16,255	16,535	16,815	17,095	17,375
6	16,520	16,698	16,876	17,182	17,488	17,794	18,120
7	17,155	17,306	17,497	17,829	18,161	18,493	18,825
8	17,710	17,914	18,118	18,476	18,834	19,192	19,550
9	18,305	18,552	18,739	19,123	19,507	19,891	20,275
10	18,900	19,130	19,360	19,770	20,180	20,590	21,000
11	19,495	19,738	19,981	20,417	20,853	21,289	21,725
12	20,090	20,346	20,602	21,064	21,526	21,988	22,450

	MA	MA+6	MA+12	MA+18	MA+24
0	13,900	14,050	14,200	14,350	14,500
1	14,651	14,827	15,002	15,178	15,354
2	15,402	15,604	15,804	16,006	16,208
3	16,153	16,381	16,606	16,834	17,062
4	16,904	17,158	17,408	17,662	17,916
5	17,655	17,935	18,210	18,490	18,770
6	18,406	18,712	19,012	19,318	19,624
7	19,157	19,489	19,814	20,146	20,478
8	19,908	20,266	20,616	20,974	21,332
9	20,659	21,043	21,418	21,802	22,186
10	21,410	21,820	22,220	22,630	23,040
11	22,161	22,597	23,022	23,458	23,894
12	22,912	23,374	23,824	24,286	24,748

1981-1982 SALARY SCHEDULE PER BOARD OFFER

STEP	BA	BA+15	BA+6	BA+12	BA+18	BA+24	BA+30
0	12,850	12,950	13,050	13,200	13,350	13,500	13,650
1	13,441	13,554	13,667	13,843	14,018	14,194	14,370
2	14,032	14,158	14,284	14,485	14,686	14,888	15,089
3	14,623	14,762	14,900	15,128	15,355	15,582	15,809
4	15,124	15,366	15,517	15,770	16,023	16,276	16,528
5	15,806	15,970	16,134	16,413	16,691	16,970	17,248
6	16,397	16,574	16,751	17,055	17,359	17,663	17,968
7	16,988	17,178	17,368	17,698	18,027	18,357	18,687
8	17,579	17,782	17,984	18,340	18,965	19,051	19,407
9	18,170	18,386	18,601	18,983	19,364	19,745	20,126
10	18,761	18,990	19,218	19,625	20,032	20,439	20,846
11	19,352	19,593	19,835	20,268	20,700	21,133	21,566
12	19,943	20,197	20,400	20,910	21,368	21,827	22,285

STEP	MA	MA+6	MA+12	MA+18	MA+24
0	13,800	13,950	14,100	14,250	14,400
1	14,545	14,721	14,897	15,072	15,248
2	15,291	15,492	15,693	15,895	16,096
3	16,036	16,263	16,490	16,717	16,944
4	16,781	17,034	17,287	17,540	17,792
5	17,527	17,805	18,084	18,362	18,641
6	18,272	18,576	18,880	19,184	18,943
7	19,017	19,347	19,677	20,007	20,337
8	19,762	20,118	20,474	20,829	21,185
9	20,508	20,889	21,270	21,652	22,033
10	21,253	21,660	22,067	22,474	22,881
11	21,998	22,431	22,864	23,296	23,729
12	22,692	23,202	23,660	24,119	24,577

FINDING OF FACTS

1. The Howard-Suamico Education Association is a labor organization maintaining offices at 1132 Sunray Lane, Green Bay, Wisconsin.

2. The School District of Howard-Suamico Board is a municipal employer duly elected and maintaining offices at 2700 Lineville Road, Green Bay, Wisconsin.

3. At all times material to these proceedings the Association has been and is the exclusive bargaining representative for the non-supervisory, certified teaching personnel of the District.

4. Both the Association and the Board have been party to a collective bargaining agreement which expired June 30, 1981.

5. The parties commenced negotiations for the 1981-1982 contract year March 9, 1981. They met on six separate occasions reaching an impasse on three issues. Two of the issues were resolved in mediation leaving base pay as the sole issue at impasse.

6. The parties stipulated that minor differences in dollar amounts as reflected in the schedules offered as exhibits with the final offers are due only to differences in rounding numbers. Pay schedules resulting from this award will be calculated as appropriate to the Agreement.

7. Both parties in brief offer the Bay Athletic Conference as some of the acceptable comparable units. The Bay Conference consists in these districts: Howard-Suamico, Pulaski, New London, Seymour, DePere, West DePere, Marinette, Ashwaubenon, Clintonville, and Shawano. Ashwaubenon has reached no final agreement for the 1981-1982 school year.

Other districts offered as comparable by one or the other party are: Wrightstown, Oconto Falls, Green Bay, Kaukana, Kimberly, and Menasha. Wrightstown has no settled contract.

8. The 1980-1981 data for all of the districts submitted for comparison showing enrollment, full time equivalent teachers, cost per pupil are taken from the exhibits of the parties. The distances listed from Howard-Suamico are calculated using the Lineville Road Interchange of U. S. Highways 41 and 141 and the central city of the respective district. Mileage is calculated from the State of Wisconsin Official Highway Map in straight line distances, "as the crow flies."

<u>District</u>	<u>Enrollment</u>	<u>F.T.E.'s</u>	<u>Cost Per Pupil</u>	<u>Distance</u>
Howard-Suamico	2835	149.4	\$2470.98	--
Ashwaubenon	3516	190.4	2572.13	10
Clintonville	1711	115.45	2670.85	36
DePere	1968	125.85	2589.36	12
Green Bay	----	986.5	-----	8
Kaukana	3115	-----	2493.01	25
Kimberly	2291	-----	2287.18	30
Marinette	2622	156.8	2933.99	38
Menasha	3488	-----	2652.48	33
New London	2411	137.0	2431.36	38
Oconto Falls	----	103.0	-----	18
Pulaski	2828	174.44	2562.42	10
Seymour	2313	142.77	2615.86	15
Shawano	2533	152.8	2521.14	34
West DePere	31939	119.26	2404.34	11
Wrightstown	832	44.0	-----	22

Brown County, Wisconsin, is designated a Standard Metropolitan Statistical Area (SMSA) by the U.S. Government. SMSA's are the smallest, exclusive units for which economic and unemployment data are gathered and disseminated outside of the Census. Twelve school districts share a part of Brown County. They are:

Ashwabenon	Denmark	DePere	Green Bay
Howard-Suamico	Kaukana	Pulaski	Reedsville
Seymour	West DePere	Wrightstown	Luxemburg-Casco

10. The base pay for zero years experience of all of the comparable districts in all educational increments is listed here as far as the exhibits will permit that calculation for the 1981-1982 school year:

1982 SCHEDULES - 0 YEARS, BASE

LANFS	DePere	W. De- Pere	Clinton ville	Kau- kauna	Kim- berly	Mari- nette	Mena- sha	New London	Oconto Falls	Pula- ski	Seymour	Shawano	Green Bay	H/S Asso.	H/S Board
BA	13025	13025	12350	13500	13250	12400	13350	12625	12325	12400	12750	12500	13138	12950	12850
BA+6						12772								13150	13050
BA+8	13351														
BA+9							13617			12650					
BA+10		12585													
BA+12		13416		14020	13648	13146		13004						13300	13200
BA+15	13677						13884		12658	12360	12360		13663	13450	13350
BA+18						13516				12900					
BA+20			12820												
BA+24	14003	13807		14540	14046	13888	14151	13394						13600	13500
BA+27										13150					
BA+30	14279	14067	13055						12991	13515	13515	13250		13750	13650
BA+36								13761							
MA	14329	14328	13340	15060	14444	14136	14418	13632	13325	13400	13770	13500	14189	13900	13800
MA+6						14384		14177		13650				14050	13950
MA+8	14655														
MA+9							14685								
MA+10			13625												
MA+12		14588			14842	14632								14200	14100
MA+15	14981			15580			14952		13625			14000	14583		
MA+18	15307					14880								14350	14250
MA+24						15128	15219	14744						14500	14400
MA+30				16100		15376									

11. the next three lists are derived from exhibits on record or by interpreting those exhibits. Data is listed only when the exhibits permit unequivocal interpretation. The salaries for the comparable districts at BA base with no credits, BA+30, and MA base with no additional credits are:

District	BA Base		BA+30		MA Base	
	80-81	81-82	80-81	81-82	80-81	81-82
Clint.	\$11400	\$12350			\$12230	\$13340
DePere	11950	13025	13095	14279	13145	14329
G. B.	12285	13138			13268	14189
Kau.	12150	13350			13122	14418
Kim.	12100	13250			13190	14444
Mari.	11500	12400	12880	13888	13110	14136
Men.	12300	13300				15060
N. L.	11600	12625			12526	13632
Oc. Fls.	11475	12325	12141	12991	12474	13325
Pul.	11413	12400			12338	13400
Sey.	11650	12750	12349	13515	12582	13370
Sha.	11650	12500	12349	13250	12582	13500
W. DeP.	11950	13025	12906	14067	13145	14328
H-S Asso.	11850	12950	12650	13750	12800	13900
H-S Bd.	11850	12850	12650	13640	12800	13800

12. Pulaski has the shortest range of steps at the BA+0 credits of all of the comparable districts, zero+7 steps. Comparative data can be generated from the exhibits for ten districts for the BA Base and the MA Base with no additional educational increments at the seventh step:

District	BA Base		MA Base	
	80-81	81-82	80-81	81-82
Clint.	\$14004	\$15119	\$15324	\$16679
DePere	15800	17218	18080	19705
G. B.	17445	18656	18840	20148
Kau.	16038	17622	17982	19758
Mari.	14742	15872	16781	18094
N. L.	14694	15074	16484	17868
Pul.	14523	15625	15942	17035
Sey.	14912	16320	16600	18235
Sha.	15145	16250	16077	18232
W. DeP.	15748	17163	18018	20170
H-S Asso.	15665	17115	17609	19157
H-S Bd.	15665	16987	17609	19015

13. This third list is similar to the last two lists using 16 steps for the comparison:

District	BA Base		BA+30		MA Base	
	80-81	81-82	80-81	81-82	80-81	81-82
Clint.	\$16958	\$18398	\$18173	\$19773	\$19302	\$20972
DePere	19100	20812	22105	24094	22155	24144
G. B.	20470	21887			22927	24515
Mari.	18653	20311			21169	23019
N. L.	17291	19096			20661	23153
Oc. Fls.	18567	20097	19623	21153	20152	21682
Pul.	14723	15885			20195	21820
Sey.	16910	18450	19007	20445	20755	22358
Sha.	17475	18950	18757	20325	19572	21200
W. DeP.	19120	20835	21402	23323	22289	24293
H-S Asso.	18439	20150	20542	22375	21545	23457
H-S Bd.	18439	19995	20542	22208	21545	23285

14. The Consumer Price Index, All Urban, of the Bureau of Labor Statistics for significant dates is:

<u>Month and Year</u>	<u>Index</u>	<u>Percent of change for 12 previous months</u>
July, 1977	182.6	6.7%
July, 1978	196.7	7.7
July, 1979	219.4	11.5
July, 1980	248.0	13.0
July, 1981	276.5	10.8
August, 1981	279.1	10.8

August is the last month for which the Index was calculated prior to the beginning of these proceedings.

15. The Board offers an increase of \$1000 at the base which represents an increase of 8.439%. The Association proposes \$1100 or 9.283%. At the scheduled maximum the respective increases are \$1792 or 7.865% for the Board and \$1971 or 8.65% for the Association. Similar calculations for the districts offered as comparable are:

<u>District</u>	<u>BA Base</u>	<u>Percent</u>	<u>Schedule Maximum</u>	<u>Percent</u>
Clint.	\$950	8.333	\$1710	8.607
DePere	1075	8.996	2124	9.127
G. B.	853	6.943	1612	6.943
Kau.	1200	9.877	2010	8.097
Kim.	1150	9.504	2174	9.549
Mari.	900	7.826	1991	8.67
Men.	1000	8.13	2311	9.987
N. L.	1025	8.836	2424	10.956
Oc. Fls.	850	7.407		
Pul.	987.5	8.65	1613	7.731
Sey.	1100	9.44	1903	9.442
Sha.	850	7.328	1539	7.68
W. DeP.	1075	8.996	2021	9.009

16. A teacher who was in the District last year at BA base and advances one step this year will receive a gross increase in pay of \$1591 or 12.4% under the Board proposal. Under the Association proposal that same teacher would receive \$1695 or 14.3%. The teacher with the most steps at the highest increment will be at step 21, MA+24. For that teacher the Board proposes \$2209 or 8.9% and the Association proposes \$2399 or 9.7%. The teacher with the most amount of steps is at step 24, BA+30. Similar figures are \$1795 or 8.2% from the Board and \$2099 or 9.6% from the Association.

17. The positions of the teachers for the school year 1981-1982 are:

1981-1982 TEACHING POSITIONS

STEPS	EDUCATIONAL INCREMENTS											
	BA	BA+15	BA+6	BA+12	BA+18	BA+24	BA+30	MA	MA+6	MA+12	MA+16	MA+24
0												
1	4		1									
2	4						2					
3	2		1									
4	7		2		1	1		1				
5	8			1								
6	6	1	3	2	2	2		1				
7	7		3		1			2	1			
8	4		4	1	1	1		5	1		1	
9	2		7	1			1	3				
10	6		1				1	1				
11	2		2	1					1			1
12	4			1		1		2	2			
13				1			1			1	1	
14			1			1	1		1			
15							1		1		1	
16			2		1			2	1		1	
17			3	1			1			1		1
18				2			1	1	1			
19									1			1
20		1						1				
21						1						1
22								1				
23												
24									1			

18. The gross increase for the teachers including the effects of the proposals on fringes is \$419,021 under the Board proposal which represents 12.11%. Under the Association proposal those figures are \$447,375 or 12.93%.

The Board already awarded its administrative staff an increase of 10.3% ranging individually from 8% to 17.5%. The administrative staff carried under the accounts for General Administration, School Building Administration, and Direction of Business have already been budgeted for an increase from \$388,927 with fringes to \$448,845 with fringes. That represents a gross increase of 15.6%.

19. The controllable costs for the District under State Cost Control formula are:

	<u>80-81</u>	<u>81-82</u>
Allowable	\$5,264,480	\$6,511,685
Budgeted or actual	<u>5,229,800</u>	<u>5,690,500</u>
Difference	\$34,680	\$821,185

20. The property tax levy for the District increases from \$2,200,000 in 1981 to \$2,781,000 in 1982. The gross increase is 26.4%. The equalized rate for the two years went from \$10.63 to \$11.24 per thousand dollars of value in the District, 5.74%. The estimated increase in total equalized value for the same period is 15%.

21. The costs per student of all districts offered for comparison during the school year 1980-1981 are: Ashwaubenon - \$2,572.13, Clintonville - \$2,670.85, DePere - \$2,589.36, Kaukana - \$2,493.01, Kimberly - \$2,287.18, Marinette - \$2,933.99, Menasha - \$2,652.48, New London - \$2,431.36, Pulaski - \$2,562.42, Seymour - \$2,615.86, Shawano - \$2,521.14, West DePere - \$2,404.34, Howard-Suamico - \$2,470.98. Figures were not offered for Green Bay, Oconto Falls, and Wrightstown. Three are lower than Howard-Suamico and nine are higher.

22. The parties settled these items prior to the arbitration proceedings: ARTICLE V - GRIEVANCE PROCEDURE, Change Section C, Subsection 2 to read; If the matter is not resolved, the grievance shall be presented in writing by the teacher to the immediate supervisor within ten (10) days of the facts upon which the grievance is based first occurred or became known. The immediate supervisor shall give his written answer within ten (10) days of the time the grievance was presented.

ARTICLE VII - SALARY, Change Subsection K, Substitution to read; Teachers will be paid \$8.75 per class hour in the event they are asked to serve as a substitute. Substitution shall include each class that is sent to a study hall or the library or supervising a class in addition to your own. Substitution shall be assigned by an administrator.

Change Subsection O to read; Teachers required, in the course of their work, to drive their personal automobile from one school building to another, field trips or other business of the District, shall be compensated at the rate of twenty-two cents (22¢) per mile. Such teachers will possess a current Wisconsin driver's license.

Add a new Section, Q, to read; A request to be relieved from extra curricular assignments will be honored within a four (4) year period.

ARTICLE VIII - INSURANCE, Change Subsection B to read; the Board shall provide the payment of \$94.05 of the monthly family premium and \$30.68 of the monthly single premium of the group medical insurance. The Board shall provide the payment of \$22.64 of the monthly family premium and \$8.95 of the monthly single premium of the group dental insurance with an orthodontia rider.

ARTICLE XI - REASONABLE CAUSE, Change to read; There shall be no nonrenewal, dismissal, denial of increment, suspension or written reprimand except for reasonable cause by the Board. Nonrenewal does not include staff reduction.

ARTICLE XIII - STAFF REDUCTION, Change Subsection A, Definition, to read; Whenever the Board lays off teachers, the Board will first determine the number of teachers to consider for layoff and then, in consultation with the superintendent, will determine the individual teachers to be considered for lay off provided that such discontinuance follows the procedures outlined in the remainder of this article.

Change Subsection B, Subsection (5) to read; Seniority in the District will be computed as follows:

a. From a teacher's most recent date of hire in the bargaining unit.
b. Will begin to accrue as of the first day of actual teaching service in the District.

c. Will continue to accrue for any teacher on a temporary or extended leave of absence due to illness.

d. Will not be broken by unpaid leaves.

e. A bargaining unit member's employment by the Board in a position outside the bargaining unit will keep his/her seniority for two (2) years. This provision becomes effective July 1, 1981.

Add to Subsection B; (10) The District will post in each work site by January 1 of each year a District-wide seniority list.

NEW PROVISION - EARLY RETIREMENT; A committee composed of administration, Board members and teachers will make recommendations for an early retirement provision to be considered by the parties for the 1982-1983 contract.

APPENDIX "B", The following changes were made: Base = 1325. Assistant seventh and eighth grade coaches added to the schedule. The high school athletic coordinator will be paid on a rating of 1.2.

STIPULATIONS, Contract enforcement dates making all economic changes retroactive to July 1, 1981.

BOARD POLICY ADOPTED; Upon request, the Board shall provide a teacher who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his/her infant. Such leave shall remain in effect for no longer than a nine (9) week period. A teacher shall notify the Board that he or she intends to take leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

A teacher on child-bearing leave shall be able to keep his or her insurance benefits provided he or she reimburses the District for the premium(s).

ARTICLE X, E. Add sentence to end of third paragraph; However, no bargaining unit member will be assigned to any event during a vacation or holiday.

DISCUSSION AND CONCLUSIONS OF LAW

The single determinable issue in the instant matter is the issue of base pay for the teachers for the 1981-1982 school year. There are other issues arising out of this issue which may not be determined by this decision but certainly effected by it. These issues are arguable. In fact, the criteria for treatment of these issues is set forth in Chapter 111 of the Wisconsin Employment Relations Act. When the Association argues that longevity and makeup of the schedule increments are not at issue, they are right in so far as they are not issues to be determined by these proceedings. When the Board argues that longevity and schedule increments are relevant, they are right in so far as they are issues effected by the outcome of the instant matter.

As a common school district, Howard-Suamico District in the form of its Board prepares and presents its budget to the public members of the District for adoption. That budget was \$800,000 below the cost control limit for the District. At the hearing the public adopted a budget \$100,000 higher than that proposed by the Board. The Board also had the option of adding enough money to the budget to cover either proposed settlement offered by the parties to this impasse. The Board chose not to do that.

The Board assumedly would not propose a settlement exceeding its own lawful authority and did not propose such a settlement. The Board has had and continues to have the authority to adjust accounts to meet the proposal of the Association. The budget is well below the cost control limits. All factors indicate that a choice of either proposal will not exceed the lawful authority of the employer.

The manner in which the Board has shepherded the money of the taxpayers is commendable. In the last school year the cost per pupil of the District was fourth lowest of the fourteen districts being offered for comparison. Regardless of the outcome of these proceedings, that status will not be seriously jeopardized. However, the Board has already had to increase the total levy for the District by \$581,000 over last year. In terms of percentage this represents an increase of 26.4%. The levy assessed on an equalized value will increase from \$10.63 to \$11.24 per thousand of value, 5.74%. The final levy itself of \$11.24 is not high in relationship to other districts in the area. When considering those increases by themselves, they are certainly not in the range that anyone would consider desirable. Increasing that burden would do a disfavor to the welfare of the members of the District. The argument of the Board is certainly strengthened by consideration of that aspect of the increase.

Employers have recognized that employees doing the same work in the same area should be treated with parity. This parity is rarely manifested in exactly parallel terms. Bigger districts tend to pay more. Systems offering lower base salaries offer greater incremental steps or better longevity and vice versa. Sometimes other benefits are weighed into the balance. The size of the comparable organizations should also be similar especially when considering school districts and other public employers. The nearness of the competitive labor market also plays a role. The Board will not be expected to compete with school districts hundreds of miles away. Reasonable commuting distance is a good criterion. If a teacher can find better pay and conditions without moving from home, that is a factor.

The parties have agreed that the Bay Athletic Conference Districts meet these criteria to some degree; so, those districts must be considered. Ashwaubenon has no contract for this year. Therefore, it is useless to attempt to establish usable comparisons with that district. In terms of size, distance and similar economic factors, all three of the Fox Valley Conference districts offered by the Association meet all of the criteria. Kaukana, Kimberly, and Menasha are about the same size and all are closer to Howard-Suamico than are Clintonville, Marinette, and New London. Wrightstown has no settled contract and shares the same limitations as Ashwaubenon. Wrightstown can not be used. Green Bay and Oconto Falls districts are the two closest districts. The former is much larger and the latter is smaller than the other acceptable districts. If it is recognized that Green Bay will be higher than Howard-Suamico in most categories, and if it is recognized that Oconto Falls will fall behind; they can be considered as comparable when ranked rather than as absolutely comparable. It must also be recognized that Green Bay as the largest district in this part of the State will also play a role in similar negotiations for other districts in this part of the State just because of its size and high profile. If only Bay Conference districts were used along with Oconto Falls as the Board suggests, then Howard-Suamico, being the largest, would be expected to be unique and superior in all comparisons. The facts will not sustain such a burden nor is it necessary to use only those districts.

The easily defined economic conditions, the competitive nearness of the labor markets, access to housing make those districts in the Brown County Metro Area that share the designations of Bay Conference Schools most suitable for comparison. They are DePere, Pulaski, and West DePere. As the circle grows wider and the similarity of economic conditions becomes less

defined, the comparisons suffer a loss. There are then fourteen districts comparable in one way or the other is this analysis: Howard-Suamico, Clintonville, DePere, Green Bay, Kaukana, Kimberly, Marinette, Menasha, New London, Oconto Falls, Pulaski, Seymour, Shawano, and West DePere. Assuming Green Bay to be larger, three of these districts are larger and ten are smaller.

The eight criteria set forth in the Statutes tend to follow the expectations of parties to a normal negotiation. The arbitrator cannot make an award violating the lawful authority of the employer anymore than the employer can bargain away that same authority. As a matter of fact, neither party raises that issue in the instant matter. Similarly, the ability of the Employer to pay is not ~~at issue~~.

As negotiations begin parties tend to watch the Consumer Price Index or watch its expected movement. Where there are not already strong comparable settlements, the CPI tends to play a major role. As seen in items #14 and #15, the base increases of both offers are well below the 10.8% Index. Neither offer will bring the base up to last year's level. The Board argues that the Association offer represents a gross increase of 12.93% while the Board offer represents 12.11%, both higher than the CPI. It is true that teachers are seldom able to gain an increase at base level that approaches the CPI because of scales for experience and longevity. No district listed in item #15 gives that kind of increase. It should be noted that these are not gross increases in the manner suggested by the Board. Noone has yet devised a system to separate the value of longevity from the cost of living in such a way as to easily judge excesses in one or the other or in combination. As the increases flow through the schedule of the District they tend to level off. Whereas a teacher at base would gain 14.3% under the Association proposal, the colleague at the highest educational level, MA+24, gets only 9.7%. The colleague with the most steps, BA+30 and 24 steps, gets 9.7% or 9.2% under the Board offer.

For comparison the Board suggests that its own administrators get only 10.8%. Exhibits seem to make that figure selective. One administrator received 17.5%. Item #15 shows a gross increase of 15.6% for all administrators. The undersigned is unwilling to say that administrators should be treated the same as bargaining unit members. The undersigned cannot at the same time recognize any persuasiveness in the claim that the administrators are taking a smaller share to the benefit of the teachers.

The gross average argument does not reconcile itself to a second consideration. Every teacher from last year is returning. The system is receiving the benefit of experience and knowledge of the District of every single teacher in the exact way that it would expect to do so under this type of schedule. If two or three senior teachers had retired and been replaced with beginning teachers, that average would look equally bad at the other extreme.

Howard-Suamico is one of the largest districts in any of the comparisons. It is the largest of the nine Conference districts submitted. It is second of the five Metro districts and four of the fourteen districts accepted. One might expect the pay scale at base to match those size comparisons. It does not. Howard-Suamico is seven of fourteen, four of five in Metro, and three of nine in Conference districts. The District "is not a wage leader or cellar dweller" as the Association states in its brief. The Board argues that more increments and better longevity tend to bring that ranking into parity. The Board also suggests that the Association is attempting to better that ranking at a time when the District faces extreme financial pressures. If this evaluation showed that the Association was doing that, it would be easy to find for the Board. On the other hand, if the rankings remain at seven of fourteen or similarly low throughout the comparisons, then the teachers are not being compensated at base or within the schedule in a manner commensurate with their relative size and position.

Both offers are remarkably close when placed within a framework of comparable districts. Both offers are seven of fourteen at BA base. To proceed beyond this point is to consider the scales listed under the finding of facts. There are elements of three benchmark scales that will help determine which offer is closer to parity. They are base with zero increments, base with seven steps, and base with sixteen steps. If within these breakdowns the Board compensates the teachers in a fashion that tends to even out the lack of parity at base then their offer is better. The reverse is true for the Association. If the schedules tend to compensate in no way for the ranking at base than the Association offer is the better of the two.

In selecting these benchmarks, the undersigned had to accept parts of each party's case and reject others that were not really comparable. Comparing raw dollar figures at schedule maximums as the Association argues compares seven, twelve, sixteen steps of experience which is not a fair comparison. In using the whole of the Board exhibits for sixteen steps, the comparison would select only those increments most suitable to the Board position and compare disparate educational achievement levels which would be equally unfair.

At base level with no steps, the District was seven of fourteen last year. This year they remain so at BA base. At MA base they were eight of fourteen and remain so. At BA+30 they were and are four of seven. There does not seem to be any compensation at these levels to suggest that they are coming into parity.

At seven steps, the the BA and MA base can be calculated for comparative purposes with ten other districts. In size Howard-Suamico is third of eleven. AT BA base the District ranks five of eleven if the Association proposal is accepted and six of eleven if the Board offer is accepted. At MA base and seven steps both offers again rank five of eleven.

At sixteen steps, eleven districts suggest the possibility of comparison. This time Howard-Suamico is second of eleven in size. At BA with no increments and sixteen years both offers rank five of eleven. At BA+30 both rank three of six. At MA and sixteen years both rank four of eleven. If anyone expected the increments and longevity in these schedules to bring the seven of fourteen ranking into some kind of parity, such was not the case.

When all ten of the educational increments are compared in list #10 (BA+15NG is not used because there is no way to equate it with all districts), one would expect the district to move to a definite position of dominance. A teacher at the BA+6 level ranked against all other districts comes to three of fourteen under the Association offer and four of fourteen under the Board offer. Few other districts have a BA+6 increment so that comparison is with the BA base in most instances. At BA+12 the rankings for both are five of fourteen. At Ma+6 they are nine of fourteen. So that when all the rankings are averaged through all ten increments, the Association remains seven of fourteen and the Board averages to 7.4 of fourteen. Again the schedule does not seem to compensate for the lower ranking at base pay.

The Board argues that the longevity schedule of the District enhances the opportunities of the teachers in the District beyond other school districts. There are more educational increments in the District than in any of the others. That does tend to show that teachers in Howard-Suamico gain faster salary advances for education than others. To test this and its significance a table has been designed as a benchmark. There are three districts exhibits from which permit the calculation of placement of the teachers at the top of each educational increment. The table below shows what those teachers would make in salary in DePere, West DePere, and Marinette. DePere and West DePere have a higher base pay while Marinette with \$12,400 is much lower than either offer.

Position	Years	Asso.	Board	DePere	W. DePere	Marinette
BA+15 NG	20	\$21382(3)	\$21214(5)	\$24251(1)	\$21335(4)	\$22320(2)
BA+6	17	21282(2)	21085(4)	21213(3)	20965(5)	21456(1)
BA+12	18	21841(4)	21675(5)	22051(3)	22230(2)	22611(1)
BA+18	16	22044(3)	21880(5)	22445(2)	21970(4)	23244(1)
BA+24	21	23153(3)	22973(5)	24395(2)	23089(4)	25553(1)
BA+30	23	23874(4)	23692(5)	25695(2)	23233(3)	26664(1)
MA	22	27494(1)	27288(2)	25545(4)	25072(5)	26575(3)
MA+6	19	25187(2)	25001(3)	24945(4)	24682(5)	25315(1)
MA+12	17	26206(1)	26017(2)	25351(3)	24994(4)	24582(5)
MA+18	16	25332(2)	25142(3)	25945(1)	24864(4)	24403(5)
MA+24	19	26561(3)	26375(4)	27339(1)	25254(5)	26625(2)

Average ranking (2.54) (3.90) (2.54) (4.00) (2.09)

It must be kept in mind that this table is designed to test the theory that the longevity program of the District enhances the salary schedule of the District out of proportion to the relationship of the bases of other districts. There are not sufficient exhibits entered into the record to allow this kind of calculation for other comparable districts.

The outcomes are significant as far as this limited comparison can be extended. The Association offer seems to bring salaries into a position of relative parity with the other districts in spite of what seemed like a gratuitous longevity schedule. The Board proposal tends to show the same relative positioning as the base, four of five. If the base is not equitable then the Board offer does nothing to alleviate that situation in terms of the salaries of very real, senior teachers in the District. This comparison also tends to show how Marinette, a relatively large district with comparably lower base pay, tends to compensate with better increments and longevity. West DePere, with a higher base, does just the opposite.

In starting the comparison, it was recognized the Howard-Suamico ranked among the largest school districts in size and only seventh high in base pay. To justify that rank there should have been some clear offset somewhere in the schedule comparisons. One would expect to see them rank a clear first or second along the way to offset the seven of fourteen ranking. That did not happen in any case. The Association offer merely seems to hold the ranking of seven throughout the comparisons and the Board does nearly the same.

The settlements of issues prior to the arbitration involving fringe benefits and related matters were not used by either party to support a position in the presentations and briefs. It must be assumed that they have no bearing on this decisions and favor neither proposal. Two items concerning extracurricular assignments and child rearing leave were settled in the mediation session. In as much as they changed the status quo, they could be said to favor the Association. However, the settlement of these issues could in fact work to the economic advantage of the Board as well as the Association and would have no effect on this decision.

In almost every case and in almost every comparison, the both offers remain tightly linked offering the undersigned few clear cut distinctions from which a conclusion can be drawn. Offers that seemed disparate at the outset suddenly meld into the center in comparisons. In the beginning of these analyses the District seemed to have a favorable position in all of the base data describing the District. Of the nine available Conference districts, it is the largest. It is second of five in Metro and four of fourteen overall. The cost per pupil is among the lowest of any of the districts. State aids, although less this year, are still among the highest of all comparable districts. When the base pay level was three of nine, four of five, or seven of fourteen, the Board argument that there were other compensating offsets provoked interest. Surely the comparisons would reveal a startling

surge to first, second, or third somewhere to offset the initial standing, similar to what happens in Marinette. Where the schedules showed that the Association did that in some cases, the Board offer did not do that at all. Even Board exhibits #U through #Z do not reflect any compensation of substance. And, those exhibits exclude the increments least supportive of their argument, BA+18, BA+24, MA+12. To further test the Board argument, the undersigned calculated a schedule similar to item #10 under finding of facts, but for sixteen years. In that schedule, the Association offer had an average rank of 5.9 and the Board, 6.4 of fourteen.

Finally, Board exhibit #JJ compares the average pay of the teachers including longevity of ~~eleven~~ districts. Assuming that the districts share a roughly equivalent scattering of seniority, the Association offer ranks three of nine in the Athletic Conference and four of eleven overall if the Association offer is accepted. The same ranking holds for the Board offer only slightly lower. Therefore, if the award is for the Association offer, the gross average pay would seem to be very close to the expected level even with the weaknesses inherent in gross averages. An award for the Board would do about the same only slightly less so.

It follows then from all of the foregoing and from considering the record in its entirety, from the argument of the representatives, from the statutory criteria, the final offer of the Association is adopted in this dispute, and the Arbitrator makes the following:

AWARD

The final offer of the Association, along with all tentative agreements previously entered into between the parties, as well of the terms of the predecessor Collective Bargaining Agreement between the parties which remain unchanged, are hereby included in the Collective Bargaining Agreement between the parties for the year 1981-1982.

Dated at Green Bay, Wisconsin, this 27th day of January, 1982.

Michael R. Monfils
Mediator-Arbitrator