

STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

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AUG 9 1982

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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In the Matter of the :
Stipulation of :
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LAKESHORE EDUCATION ASSOCIATION :
:
and :
:
LAKESHORE VOCATIONAL TECHNICAL AND :
ADULT EDUCATION DISTRICT :
:
To Initiate Mediation-Arbitration :
Between Said Parties :
:
----- X

Case XV
No. 28087 MED/ARB-1203
Decision No. 19085-A

APPEARANCES:

Mr. Richard Terry, Executive Director, Kettle Moraine UniServ Council, appearing on behalf of the Association.

Nash, Spindler, Dean & Grimstead, Attorneys at Law, by John M. Spindler, & Dennis Ladwig, Assistant Director of the District, for the District.

ARBITRATION AWARD:

Pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act, the Wisconsin Employment Relations Commission appointed the undersigned to serve as Mediator-Arbitrator in the matter of a collective bargaining dispute between Lakeshore Vocational Technical and Adult Education District, hereinafter referred to as the Board or District, and Lakeshore Education Association, hereinafter referred to as the Association. Pursuant to statutory responsibilities, the undersigned conducted mediation proceedings between the District and the Association on January 28, 1982, in an effort to resolve the dispute through voluntary settlement. Said mediation effort failed to result in a voluntary resolution of the dispute. By prior agreement of the parties, the undersigned convened an arbitration hearing in the matter on that same date. The arbitration proceeding was not transcribed; however, the parties were given full opportunity to present relative testimony, evidence and argument. Post hearing briefs and reply briefs were exchanged through the undersigned Mediator-Arbitrator. Based upon a review of the evidence and arguments of the parties and utilizing the criteria set forth in Section 111.70(4)(cm), Wis. Stats., the undersigned renders the following Arbitration Award.

ISSUES:

Through the process of negotiation and mediation, only one substantive issue remains in dispute between the parties: the salary schedule for the 1981-82 school year. The final offer of the District and the Association (reproduced below) maintain the prior structure for the salary schedule; the difference between the District's final offer and the Association's final offer has to do with the percentage increase to be applied to each individual cell of the salary schedule.

The District submits as its final offer an increase on the salary schedule of 8.5% on each cell, or, in other words, a salary schedule as follows:

SALARY SCHEDULE:

District's Offer: 1981-82				Percentage Increase Based on 8.5%						
STEP	BS	BS+5	BS+10	BS+15	BS+20	BS+25	MS	MS+10	MS+20	MS+30
0	13656	13932	14209	14484	14760	15037	15312	15863	16416	16967
1	14181	14458	14734	15009	15285	15562	15837	16388	16941	17492
2	14706	14983	15259	15534	15811	16087	16362	16913	17466	18018
3	15231	15508	15785	16059	16336	16612	16867	17438	17991	18543
4	15756	16033	16310	16584	16861	17138	17412	17963	18517	19068
5	16282	16558	16835	17109	17386	17663	17937	18488	19042	19593
6	16807	17083	17360	17635	17911	18188	18462	19014	19567	20118
7	17332	17608	17885	18160	18436	18713	18988	19539	20092	20643
8	17857	18134	18410	18685	18961	19238	19513	20064	20617	21168
9	18382	18659	18935	19210	19487	19763	20038	20589	21142	21693
10	18907	19184	19461	19735	20012	20288	20563	21114	21667	22219
11	19432	19709	19986	20260	20537	20814	21088	21639	22193	22744
12	19957	20234	20511	20785	21062	21339	21613	22164	22718	23269
13	20483	20759	21036	21310	21587	21864	22138	22690	23243	23794
14	21008	21284	21561	21836	22112	22389	22663	23215	23768	24319
15	21533	21810	22086	22361	22637	22914	23189	23740	24293	24844
16							23714	24265	24818	25369

The Association's final offer increases each cell of the prior salary schedule by 9.5%; or, in other words, a schedule for the 1981-82 school year as follows:

Association's Offer: 1981-82				Percentage Increase Based on 9.5%						
STEP	BS	BS+5	BS+10	BS+15	BS+20	BS+25	MS	MS+10	MS+20	MS+30
0	13781	14060	14340	14617	14896	15175	15452	16008	16567	17123
1	14311	14590	14869	15147	15426	15704	15982	16538	17096	17653
2	14841	15119	15398	15677	15955	16234	16512	17068	17626	18182
3	15370	15649	15928	16206	16485	16764	17041	17597	18156	18712
4	15900	16179	16457	16735	17015	17293	17571	18127	18685	19242
5	16430	16708	16987	17265	17544	17823	18100	18657	19215	19771
6	16959	17238	17517	17794	18074	18352	18630	19186	19745	20301
7	17489	17768	18046	18324	18602	18882	19160	19716	20273	20831
8	18019	18297	18576	18853	19132	19412	19689	20246	20803	21360
9	18548	18827	19105	19383	19662	19941	20219	20775	21333	21890
10	19078	19356	19635	19913	20191	20471	20749	21305	21862	22419
11	19607	19886	20165	20442	20721	21001	21278	21835	22392	22949
12	20137	20416	20694	20972	21251	21529	21808	22364	22921	23478
13	20667	20945	21224	21502	21780	22059	22338	22894	23451	24007
14	21195	21475	21754	22031	22310	22589	22866	23423	23981	24537
15	21725	22005	22283	22561	22840	23118	23396	23953	24510	25067
16							23925	24483	25040	25596

The District's offer represents a 6.62% increase in wages and an 11.6% total package increase, based on an agreed upon method between the parties for costing the final offers of both parties. The actual dollar increase of the District's offer is \$266,343. The Association's final offer represents an increase in wages of 7.4%, and a total package increase of 12.56%; the total dollar increase of the Association's proposal is \$288,279. The difference between the District's final offer and the Association's final offer represents a dollar difference of \$21,936. The District maintains that the total salary improvements under the two proposals would produce the following results: the District proposal would yield an 11.01% salary improvement, and the Association's final offer would yield a 12.3% salary improvement. Basically the parties agree on the costing of each other's proposals; the parties differ in their characterization of the final offers.

Section 111.70(4) (cm), Wis. Stats., requires the Mediator-Arbitrator, acting in his/her role as Arbitrator, to adopt the final offer of one of the parties. The decision of the Arbitrator is final and binding upon the parties and is to be incorporated into the 1981-82 collective bargaining agreement of the parties.

Section 111.70(4) (cm)7 requires that the Mediator-Arbitrator consider

the following criteria in the decision-making process:

- A. The lawful authority of the municipal employer.
- B. Stipulations of the parties.
- C. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- D. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and 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.

Additionally, it must be noted that the parties, prior to the time of the arbitration hearing, entered into a series of stipulations. These stipulations cover a number of changes which the parties have previously agreed shall be incorporated into their 1981-82 collective bargaining agreement. Several of these stipulations have an economic impact upon the District and provide additional monetary gains by the Association. Since these stipulations were presented in different forms during the arbitration proceedings, they have been appended to this Arbitration Award. Appendix A represents the stipulations between the parties as drafted by the Association; Appendix B lists these stipulations on previously agreed to items as those items are characterized by the District.

In addition to the stipulations for changing the terms of the parties' collective bargaining agreement, the parties also entered into a stipulation identifying comparable districts for purposes of comparison, pursuant to Section 111.70(4)(cm)7. That stipulation reads as follows:

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IN THE MATTER OF INTEREST ARBITRATION :
BETWEEN :
LAKESHORE VOCATIONAL, TECHNICAL AND :
ADULT EDUCATION DISTRICT :
And :
LAKESHORE EDUCATION ASSOCIATION :
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STIPULATION

The parties hereby stipulate that the following are the comparable employers for purpose of comparison as set forth in Wisconsin Statutes, Section 111.70 (4) (c) (7) 'Factors Considered', Section d:

Blackhawk VTAE	Milwaukee VTAE
Eau Claire VTAE	Moraine Park VTAE
Fox Valley VTAE	North Central VTAE
Gateway VTAE	Northeast VTAE
Indianhead VTAE	Southwest VTAE
Lakeshore VTAE	Waukesha VTAE
Madison VTAE	Western VTAE
Midstate VTAE	

/s/ Dennis Ladwig
For the Employer

/s/ Richard Terry
For the Union

12-22-81
Date

12-10-81
Date

THE POSITIONS OF THE PARTIES:

The Position of the District

The District reminds the Arbitrator that several concessions have already been made which are monetary in nature but have not been included in the parties' costing of the final offers. These prior stipulations include such concessions as association days, increased mileage allowance, and extra pay for class sizes of over thirty students. The District contends that these are additional costs which must be paid for by dollars generated within the District and thus, the Arbitrator ought to take into account these additional concessions when making a determination as to which final offer appears more reasonable.

While the District acknowledges that it entered into a stipulation as to the comparable districts to be used in the arbitration proceeding, the District nevertheless maintains that the Association's inclusion of larger VTAE districts in its comparative analysis is inappropriate. The District cites prior arbitration awards issued by Arbitrators Ziedler, Gunderman and Rice, which recognize the distinction between districts which service primarily metropolitan and industrialized areas, and the smaller vocational districts which generally tend to have lower wage schedules. ^{1/} The District quotes from a recent decision by Arbitrator Rice involving North Central VTAE, wherein the arbitrator selected a smaller group of VTAE districts for comparability purposes:

"Madison, Waukesha, Milwaukee and Gateway are much larger districts and none of them are contiguous to the Employer. Metropolitan and industrialized areas tend to have higher wage schedules than other areas of the state. The dynamics of those districts are substantially different from the Employer and their salary schedules reflect these differences."

The District then argues that while the stipulation into which they entered agreed to use all other VTAE districts as comparables, it is implicit within any comparable grouping that the comparisons should be between appropriate employers. The District suggests that certainly VTAE districts such as Milwaukee and Madison, which are, "high pay" districts, should not be included in the comparability determination when arriving at average salaries for VTAE faculty. The District further contends that a more appropriate criteria for determining comparability should be those VTAE districts which reached voluntary settlements or have arrived at '81-'82 salary schedules through arbitration awards measured by the percentage of increase only. If the comparisons between the final offer of the District and the other settled VTAE districts are viewed in terms of percentage of increase, the District's final offer of

^{1/} Gateway VTAE, Decision 17168-A; Waukesha County Technical Institute (MED/ARB 1182); Western Wisconsin VTAE District #2, Decision 16365-A.

11.6% compares favorably with all those districts which had their 1981-82 salary schedules settled as of the date of the arbitration hearing.

The District further suggests that a more appropriate set of comparables consists of the Wisconsin East Central Consortium, a group of five districts which are more appropriately aligned with Lakeshore because of their geographic proximity and their over-all size. When measured against the Consortium districts, Lakeshore maintains or preserves its rank at all significant benchmarks on the salary schedule; this is true in spite of the fact that Lakeshore has the fewest FTE students, the smallest budget, and the lowest equalized valuation.

The District also notes that the Association's 9.5% final offer on base salary and 12.3% on salaries only (or 12.58% total package increase) is the highest total increase expressed as a percentage for all settled districts. The District points out that if the Association's final offer is accepted by the Arbitrator, the result would be to place Lakeshore "ahead of every District where a settlement has been reached or is known except for Waukesha!".

The District argues that the dollar increase which is represented by its 8.5% salary increase (11.6% total package) is closer to the dollar increase for the settled districts than is the Association's final offer.

The District cites the cost of living increase during calendar year 1981, and introduced evidence to demonstrate that the CPI increased 8.9% during this time period. The District further argues that while the CPI should be discounted by three or more percentage points, and that the Personal Consumption Expenditure index (PCE) is a more advanced and realistic index for measuring cost of living increases, the District's offer in fact exceeds both the CPI and the PCE; thus, it is not out of line with the cost of living factor which the Arbitrator is required to consider pursuant to the statutory criteria set forth above.

The District further contends that its final offer represents a greater increase to the members of the Association than it granted to all other employees who work at Lakeshore. The District claims that its administrative personnel and support staff received salary increases of 9.7% and 9.5%, respectively, for fiscal 1981-82. The District claims that its final offer represents an 11.01% salary increase for teachers in the District; and thus, under the District's final offer, the Association's teachers fare better than the administrative personnel and the support services staff for this District.

The District urges the Arbitrator to accept the final offer of the District as being the most reasonable offer and one which is justified and maintains a responsible position relative to the tax paying public; in addition, the District claims that its final offer provides a fair and adequate compensation level to its teachers, and remains competitive when appropriate comparisons are made with other VTAE districts.

The Position of the Association

The Association contends that in December of 1981 the parties agreed to the comparable districts to be utilized during the arbitration proceedings; the District representative (Mr. Ladwig) and the Association representative (Mr. Terry) executed a specific stipulation which clearly and accurately set forth the districts to be used for comparative salary data. The Association therefore objects to any attempt by the District to circumvent this stipulation (agreement), and suggests that if the Arbitrator allows the District to utilize a different set of comparables, the net result would be to undermine the entire process of collective bargaining. Similarly, the Association objects to the introduction of new sets of comparables, or the attempt on the part of the District to isolate only certain districts (i.e., the Wisconsin East Central Consortium) in an attempt to bolster its position. The Association argues that a stipulation must be dealt with as a covenant between the parties which precludes further adjudication or redirection by any signator to such a stipulation. The Association contends that the District has an obligation to abide by its agreement to use all 15 VTAE districts for comparability purposes.

The Association claims that the data produced by the District is invalid, since only final offers of the boards are used in comparing five of the districts where settlements had not been obtained prior to hearing. By developing averages based solely on final offers of the VTAE districts, the Board creates unreliable rankings for comparative purposes. The Association contends that a more accurate ranking would have occurred had the District included in its computations the final offers of teacher associations as well when making comparisons with the five unsettled VTAE districts. By using only board final offers for comparative purposes, erroneous sets of facts are presented, and erroneous conclusions are deduced. The Association urges the Arbitrator to totally disregard the comparative data introduced at the hearing by the District.

Additionally, the Association contends that the District's reliance solely upon percentage increases is a totally unreliable indicator for purposes of determining which of the final offers is more reasonable. The Association points out that a district which has been "lagging" in salaries may be forced to utilize a higher percentage in order to pay its employees a comparable salary: "a percentage comparison lacks merit when measured against the prevailing wage rate" (Brief of Association).

The Association's comparable data is much more meaningful because it permits an evaluation for the five unsettled districts based on both the teacher association final offers and the district final offers. The Association argues that when the Arbitrator reviews the data as it relates to accepted benchmark positions on both parties' salary schedules, the clear result of accepting the District's final offer would be a continuation of the erosion of rank, which the Association claims must be reversed. The Association argues that its final offer, by comparison, helps regain some ground for teachers who have consistently been paid below the average salary for comparable districts; and that this trend will continue under the District's final offer, and Lakeshore teachers will continue to see their salaries eroded and their ranking among the other VTAE districts further reduced.

The Association contends that a review of the steps required to reach the top of each salary lane produces even greater insight into the erosion aspect of the District's position in this matter. The Association argues that the impact of the increased number of steps required to reach the top of the salary schedule produces a severe loss in terms of career earnings; the Association contends that if the District's offer is accepted, teachers at Lakeshore would rank last among all of the comparable districts on the basis of total career earnings. The net result of the expanded schedule at Lakeshore coupled with a substandard salary results in a teacher at Lakeshore having to remain in his/her job position for a longer period of time for purposes of receiving a below average salary.

The Association contends that its offer is not a drastic attempt to regain lost ground; but rather, that the Association's final offer is merely a request for a slight improvement in its position in terms of dollars earned among comparable districts. It is the position of the Association that the gap between Lakeshore Vocational Technical teachers and teachers in the comparable districts has been widening over the years; and that the Association proposal must therefore be viewed in terms of a "catch-up" effort. The Association argues that its final offer does nothing more than basically maintain the status quo; and, in fact, increases the dollar differential at certain points in the salary schedule between Lakeshore teachers and teachers in the comparable districts. The Association points out that if the District's final offer is accepted, Lakeshore teachers will lose more ground as measured against the average prevailing wage rate at all benchmark positions. On the other hand, adoption of the Association proposal does little more than maintain status quo or slow down the erosion of spendable income. The Association points out that even if the Association's final offer is accepted, teachers at Lakeshore VTAE will continue to make substantially less money than the average prevailing wage rate for VTAE teachers working in comparable districts.

While acknowledging that the District's teachers have never been leaders among the comparable districts in terms of salaries, the Association points out that adoption of the District's final offer would basically

result in placing teachers at Lakeshore Vocational Technical in last place in almost every position on the salary schedule. The Association's offer ought to be accepted, contends the Association, solely on the basis that it will bring Lakeshore teachers closer to the average salary. While the Association's proposal is consistent with the prevailing average salaries earned in most categories, the adoption of the District's final offer would result in an increase in the gap between teachers at Lakeshore and the average wage earned by teachers at all other comparable districts throughout the state. The Association argues that they have been consistently "falling behind" other districts to which they ought to be compared.

The Association contends that its final offer would maintain the traditional relationship which previously existed in terms of salary comparisons since the 1979-80 school year. The offer of the District, on the other hand, would tend to exaggerate and widen the differences between the teachers at Lakeshore and the other comparable districts. The Association points out that its offer does not result in Lakeshore teachers leap-frogging into a leadership position in terms of salary earnings; but rather that there is slight movement towards the middle of the group of comparables under the Association's final offer. If the District's final offer is accepted, the Association contends that Lakeshore teachers will move further down the ladder in terms of the distances between salaries paid to teachers at Lakeshore and those paid to teachers in all other comparable districts. The Association concludes from this evaluation that, "in virtually every case, the (District's) offer widens the gap between Lakeshore teachers and teachers in comparable districts in terms of total salaries paid ..."

In relationship to the Cost of Living index, the Association argues that the inclusion of its CPI data supports the final offer of the Association. The Association points out that between September of 1980 and September of 1981 both the CPI-U and the CPI-W advanced at a level of 11%; during 1980, according to the Association, the percentage increase of the CPI was even higher. To permit the District to widen the gap between its teachers and those who teach at comparable districts while the cost of living continues to spiral upward "could be considered punitive" (Brief of the Association). Because of this adverse result, the Association maintains that its final offer is geared mainly to permitting the teachers who work for the District to maintain some type of competitive purchasing power relative to other teachers in comparable districts.

For purposes of demonstrating the impact upon the District's teachers should the Arbitrator choose the District's final offer, the Association introduced into evidence Exhibits 41-48 which vividly depict the plight of teachers when compared to other professionals in both the private and public sector. While acknowledging that the primary set of comparables to which the Arbitrator ought to address his attention consists of all of the VTAE districts within the State, the Association also contends that other employee groups which require the same type of educational requirements as that required for VTAE teachers have fared better during this inflationary time period than have the teachers at Lakeshore. The Association argues that even within the District itself, support staff and management have received increases equal to or in excess of the Association's final offer; acceptance of the District's final offer by the Arbitrator would result in the teachers at Lakeshore receiving a smaller increase than has been voluntarily offered to the support staff and management of the District.

The Association contends that all of the foregoing arguments demonstrate that the teachers at Lakeshore are in a "catch-up" position which, even if the Arbitrator were to accept the Association's final offer, will not bring them up to the average of the comparable VTAE districts. The Association characterizes its offer as helping the teachers to get "a little closer" to the prevailing wage rate for VTAE teachers, while the District's final offer will continue to expand the gap between Lakeshore teachers and the average prevailing wage rate. In the words of the Association: "the total economic offer of the Association does nothing more than provide one small step toward parity with the average economic status of most other teachers within the comparable group". Based upon the foregoing reasons and arguments, the Association encourages the Arbitrator to accept the Association's final offer.

DISCUSSION:

Comparability

Since the parties have entered into a stipulation naming the comparable employers, in theory there should be no disagreement concerning the nature of comparable districts for comparative purposes. However, the Association strongly objects to the District's argument that the inclusion of larger VTAE districts distorts a comparative analysis and is therefore inappropriate. It is the position of the Association that a stipulation between the parties is a covenant which precludes further modification. In fact, the Association contends that the District has engaged in subterfuge by signing a stipulation naming 15 specific comparable VTAE districts and then subsequently urging the Mediator-Arbitrator to give greater weight to those VTAE's which comprise the Wisconsin East Central Consortium.

Similarly, the District strenuously argues the issue of comparability and claims that the stipulation does not preclude the Mediator-Arbitrator from selecting comparable districts which are similar to Lakeshore in terms of enrollment, budgets, equalized valuation, and geographic proximity. Based upon this approach, the District attempts to draw more meaningful comparisons between Lakeshore and the other VTAE districts which comprise the Wisconsin East Central Consortium. "Appropriateness" is the key word which the District relies upon in describing its final offer. To better understand the District's interpretation of the stipulation regarding comparable districts, the following statements found in the District's reply brief indicates the District's interpretation of the stipulation:

"The Association would compare LTI with Milwaukee and Madison and in fact does so in developing 'averages' at Association exhibits A-21 to A-30, inclusive. Using this approach abductio ad absurdum, why not just Milwaukee and Madison? If Milwaukee has a base of \$15,584 (A-21) why shouldn't this be the base for LTI?"

"...using A-21 as presented by the Association, if LTI is below the fictitious 'average', so are 11 other districts for 1979-80 and ten other districts for 1980-81 and eight other districts for 1981-82 (and two more not shown for 1981-82) and so what. This is an inappropriate comparison."

In almost every interest arbitration case decided by arbitrators in this State, the initial task of the Mediator-Arbitrator has been that of identifying the appropriate comparables for purposes of analyzing the parties' final offers. In this case, however, the undersigned has been fortunate in that the parties have presented to him an agreed upon set of comparable employers for purposes of comparing the final offers of the parties. It is therefore somewhat ironic that the undersigned must first determine how to interpret this stipulation, since the parties themselves are not in agreement as to how their stipulation should be utilized when comparative data has been provided. There is no evidence in the record whatsoever to indicate the parties' intent or understanding when they mutually agreed that the 15 VTAE districts should be utilized for purposes of comparison pursuant to Section 111.70(4)(c)7.

The undersigned is aware that, in determining comparable employers for comparative purposes, the great weight of arbitral precedent considers factors of size and geographic proximity as significant determinants. Thus, it is not surprising that Arbitrator Frank Zeidler in the Gateway decision acknowledged that, "Milwaukee and Madison VTAE Districts have special characteristics of size and enrollment which put them in categories of their own". (Gateway Voc Tech., Dec. No. 17168-A). However, prior arbitrators have not been faced with a stipulation between the parties wherein an agreement was reached as to the appropriate comparable districts to be utilized in analyzing the final offers of the District and Association. Since there is no evidence to the contrary, it must be assumed that the stipulation is predicated upon mutual understanding

and agreement; this assumption therefore leads the undersigned to conclude that the integrity of the collective bargaining process can only be maintained through the recognition and incorporation of the stipulation as written for purposes of this arbitration proceeding.

Absent a stipulation as to the comparable employers to be utilized for analysis of the parties' final offers, the undersigned would clearly take into account recognized standards for determining comparability. In the instant matter, however, the Mediator-Arbitrator has been denied the "privilege" of making these decisions for the parties. The parties have clearly decided the comparable employers for purposes of determining the reasonableness of their respective final offers. As in all other stipulations which accompany the final offers of the parties, the Arbitrator is precluded from modifying that agreement. Stipulations are individual agreements between the parties over which the Arbitrator has literally no jurisdiction. Section 111.70(4)(cm)7, Wis. Stats., requires that the Mediator-Arbitrator "give weight to the stipulations of the parties".

The undersigned thus concludes that the appropriate comparables to be utilized in determining which final offer to select consists of those VTAE districts which the parties themselves have identified as comparable employers. The stipulation of the parties is a statement on their part that they mutually agree to treat teachers at Lakeshore VTAE in a manner similar to those teachers who are employed by specifically named VTAE districts throughout the State. It is not the role of the Arbitrator to substitute his judgment for that of the parties. The undersigned Arbitrator finds no basis in the record nor in the law which would permit him to propose a set of comparables different than that agreed upon by the parties involved in this dispute. If the Arbitrator were to indulge his/her personal sense of "appropriateness" to any issue upon which the parties had previously agreed, the entire process of collective bargaining would be undermined. Therefore, the undersigned concludes that the comparables are those VTAE districts proposed by the parties as set forth in their stipulation.

Salary Issue

Having concluded that the appropriate comparable districts are the 15 VTAE districts previously stipulated by the parties, the undersigned has attempted to develop appropriate tables for purposes of analyzing the final offers of the Association and the District. Unfortunately, an analysis of the evidence presented by the parties does not permit the undersigned to utilize the entire set of comparables upon which the parties originally relied.

At the time of the hearing, ten VTAE districts had settled their 1981-82 school year salary schedules; the five other districts remained unsettled. The undersigned has developed a series of tables for analytical purposes to assist him in analyzing the District's and the Association's respective final offers. Three separate groups of charts have been developed to demonstrate the impact of the parties' final offers as those offers relate to the 14 other VTAE districts. The undersigned has utilized five benchmarks to determine how the respective final offers impact upon the employees of the District.

The first set of charts represents those VTAE districts which had in fact established a definite salary schedule for the 1981-82 school year as of the date of the arbitration hearing. As has been previously mentioned, ten districts within the VTAE group of comparables had salary schedules in place at the time of hearing. While the undersigned would have preferred to include all of the districts which had settled their contractual salary schedules for 1981-82, the data presented by the parties was incomplete and therefore prevented the undersigned from including all of the settled districts in the set of primary charts. For example, the undersigned was unable to determine which figures were appropriate for the Milwaukee VTAE at the BA base and BA maximum points on the schedule: the parties' exhibits did not demonstrate agreement between themselves as to which series of lanes reflected the equivalent of the BA lane, even though a 1981-82 salary schedule was introduced into evidence by the Association. Unfortunately, this exhibit is not the actual

salary schedule which exists in the Milwaukee VTAE District for the 1981-82 salary schedule; rather, the Association introduced a document entitled "Board's Final Offer." Thus, the evidence introduced at hearing reflected a major disparity between those figures offered by the District and those figures offered by the Association as statements of the BA salaries for teachers in the Milwaukee VTAE District. Because of this confusion and lack of consensus between the parties as to the appropriate figures to be utilized at the BA Base and BA Maximum steps of the Milwaukee schedule, Milwaukee is not included among the primary comparables for these two benchmarks.

At the MA Minimum, MA Maximum, and Schedule Maximum, the undersigned did include the Milwaukee VTAE District in the group of primary comparables. Since the Milwaukee VTAE District had settled its 1981-82 salary schedule prior to the arbitration proceeding in the instant matter, the undersigned decided to utilize the figures submitted by the Association at these three comparative points of the salary schedules for settled VTAE districts, fully recognizing that in fact the Association's exhibit is not the accurate salary schedule, but rather the District's final offer for the Milwaukee VTAE 1981-82 salary schedule.

As a secondary group of comparables, the undersigned has developed tables which combine the settled districts with those districts from the stipulated list which had submitted final offers at the time of hearing. While the undersigned Arbitrator attempted to incorporate the comparable districts as identified by the parties themselves, the necessary information needed to make the comparisons was not presented by either party in some instances. Thus, Fox Valley VTAE is not included in any of the comparables because the Association claims that the Fox Valley final offer is not a certified final offer, but rather the last position maintained by the Board. Since uncertified final offers are subject to modification they are not a reliable index for comparative purposes. In addition, the Association's exhibits do not include salary schedules for the Southwest VTAE District. Since the Association has failed to provide the necessary information for the Mediator-Arbitrator to include the Southwest VTAE District within the secondary set of comparables reflecting the Association's final offers among unsettled districts, the undersigned has chosen to exclude that district from the comparables which comprise the secondary tables designated as the "A" tables, which contain both the settled districts and the certified associations' final offers. On the other hand, the District did provide information as the 1980-81 and 1981-82 school year salary schedules for the Southwest VTAE District; thus, the "B" tables reflect settled districts in conjunction with final certified offers of the boards in all of the comparative districts, other than Fox Valley (which has been eliminated as a comparable for reasons previously discussed).

In summary then, the primary tables eliminate Milwaukee as an appropriate comparable at the BA Base and BA Maximum points on the salary schedules for 1981-82, but include Milwaukee for purposes of analyzing the MA Minimum, MA Maximum, and Schedule Maximum for the 1981-82 school year. The tables denominated as secondary tables with an "A" designation represent a composite of those districts which are settled and those certified final offers which have been made by associations representing employees in the unsettled districts. However, Milwaukee has been eliminated from this group of comparables at the BA Minimum and BA Maximum areas for the same reason that they were eliminated from the primary group of comparables; i.e., the parties did not adequately identify which lane of the Milwaukee schedule represents the BA lane, and the salary schedule itself for Milwaukee VTAE gives no indication as to which lane in the Milwaukee schedule corresponds to the BA lanes of the other districts. Fox Valley has been eliminated from all comparables because there is disagreement between the parties as to whether or not the figures presented for Fox Valley represent a certified final offer or simply the last offer of the district at that particular point in time. Southwest VTAE has been omitted from the secondary set of tables identified as the "A" tables (a composite of settled districts coupled with association final offers) because the Association failed to provide adequate data as to the 1981-82 salary schedule from that particular district; the District, on the other hand, has provided the undersigned Arbitrator with sufficient data relating to the 1981-82 salary

schedule for the Southwest VTAE District. The undersigned has therefore concluded that inclusion of the Southwest VTAE District as a comparable district should be included in those tables which reflect a combination of settled districts combined with certified board (district) final offers, i.e., Tables 1B-5B.

The following tables represent a composite overview of the parties' final offers as those offers compare to the agreed upon comparable VTAE districts. The undersigned Arbitrator has utilized as the primary comparables those districts in which the 1981-82 school year salary schedules had been established. Since these constitute the primary comparables, the undersigned has developed comparative charts utilizing data from the 1979-80 school year, the 1980-81 school year and the 1981-82 school year. The additional tables (A1-5, B1-5) demonstrate Lakeshore's position relative to the other VTAE districts; however, this analysis is limited to a comparison to the 1980-81 salary schedules as they compare with the 1981-82 schedules for all districts in which settlements had been reached or certified final offers had been made by the parties.

PRIMARY TABLE #1
BA BASE (Minimum)

<u>District</u>	<u>79/80</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>	
	\$	\$	\$		\$	
Madison	13,009	14,245	15,349	7.8	1,104	
Eau Claire	11,753	13,402	14,608	9.0	1,206	
Gateway	11,770	12,794	13,945	9.0	1,151	
Midstate	11,825	12,800	13,700	7.0	900	
Moraine Park	11,400	12,098	12,960*	7.2	867	
Northeast	11,203	12,285	13,420	9.2	1,135	
Western	11,703	12,756	13,904	9.0	1,148	
Waukesha	12,039	13,123	14,206	8.3	1,083	
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	
Average	11,838	12,938	14,012	8.3	1,074	
Lakeshore	11,763	12,586	Board Assn.	13,656 13,781	8.5 9.5	1,070 1,195
Rank Among 9 Districts	5	7	Board Assn.	7 6		1
+/- Average	-75	-352	Board Assn.	-356 -231	+ .2 +1.2	-4 +121

*Split schedule; average used

SECONDARY TABLE #1 A(w/Assn. Offers)
BA BASE (Minimum)

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>	
Eau Claire	13,402	14,608	9.0	1,206	
Gateway	12,794	13,945	9.0	1,151	
Midstate	12,800	13,700	7.0	900	
Moraine Park	12,098	12,960*	7.2	867	
Northeast	12,285	13,420	9.2	1,135	
Western	12,756	13,904	9.0	1,148	
Madison	14,245	15,349	7.8	1,104	
Waukesha	13,123	14,206	8.3	1,083	
Blackhawk	12,744	14,018	10.0	1,274	
Indianhead	12,866	14,024	9.0	1,158	
North Central	12,525	13,700	9.4	1,175	
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	
Average	12,876	13,981	8.6	1,108	
Lakeshore	12,586	Board Assn.	13,656 13,781	8.5 9.5	1,070 1,195
Rank Among 12 Districts	9	Board Assn.	10 8		
+/- Average	-290	Board Assn.	-325 -200	- .1 + .9	-38 +87

*Split schedule; average used

SECONDARY TABLE #1 B(w/Board Offers)
BA BASE (Minimum)

<u>District</u>	<u>80/81</u>		<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Eau Claire	13,402		14,608	9.0	1,206
Gateway	12,794		13,945	9.0	1,151
Midstate	12,800		13,700	7.0	900
Moraine Park	12,098		12,960*	7.2	867
Northeast	12,285		13,420	9.2	1,135
Western	12,756		13,904	9.0	1,148
Madison	14,245		15,349	7.8	1,104
Waukesha	13,123		14,206	8.3	1,083
Blackhawk	12,744		13,764	8.0	1,020
Indianhead	12,866		13,960	8.5	1,094
North Central	12,525		13,500	7.8	975
Southwest	12,259		13,117*	7.0	858
<hr/>					
Average	12,825		13,869	8.1	1,045
Lakeshore	12,586	Board	13,656	8.5	1,070
		Assn.	13,781	9.5	1,195
Rank Among 13 Districts	9	Board	9		
		Assn.	7		
+/- Average	-239	Board	-213	-.4	+35
		Assn.	-88	+1.4	+150

*Split schedule; average used

PRIMARY TABLE #2
BA MAXIMUM

<u>District</u>	<u>79/80</u>	<u>80/81</u>		<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Madison	22,152	24,256		26,136	7.8	1,880
Eau Claire	17,887	20,396		22,232	9.0	1,836
Gateway	16,810	18,272		20,414	11.7	2,142
Midstate	17,935	19,560		21,110	7.9	1,550
Moraine Park	16,680	18,169		19,967*	9.9	1,798
Northeast	16,488	18,080		19,775	9.4	1,695
Western	18,138	19,774		21,554	9.0	1,780
Waukesha	21,331	23,251		25,169	8.2	1,918
<hr/>						
Average	18,428	20,220		22,045	9.1	1,825
Lakeshore	18,085	19,841	Board	21,533	8.5	1,692
			Assn.	21,725	9.5	1,884
Rank Among 9 Districts	4	4	Board	5		
			Assn.	4		
+/- Average	-343	-379	Board	-512	-.6	-133
			Assn.	-320	+1.4	+59

*Split schedule; average used

SECONDARY TABLE #2 A(w/Assn. Offers)
BA MAXIMUM

<u>District</u>	<u>80/81</u>		<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Eau Claire	20,396		22,232	9.0	1,836
Gateway	18,272		20,414	11.7	2,142
Midstate	19,560		21,110	7.9	1,550
Moraine Park	18,169		19,967*	9.9	1,798
Northeast	18,080		19,775	9.4	1,695
Western	19,774		21,554	9.0	1,780
Madison	24,256		26,136	7.8	1,880
Waukesha	23,251		25,169	8.2	1,918
Blackhawk	19,521		21,473	10.0	1,952
Indianhead	18,689		20,371	9.0	1,682
North Central	17,376		19,001	9.4	1,625
<hr/>					
Average	19,859		21,564	9.2	1,805
Lakeshore	19,841	Board	21,533	8.5	1,692
		Assn.	21,725	9.5	1,884
Rank Among 12 Districts	4	Board	5		
		Assn.	4		
+/- Average	-18	Board	-31	-.7	-113
		Assn.	+161	+.3	+79

*Split schedule; average used

SECONDARY TABLE #2 B(w/Board Offers)
BA MAXIMUM

<u>District</u>	<u>80/81</u>		<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Eau Claire	20,396		22,232	9.0	1,836
Gateway	18,272		20,414	11.7	2,142
Midstate	19,560		21,110	7.9	1,550
Moraine Park	18,169		19,967*	9.9	1,798
Northeast	18,080		19,755	9.4	1,695
Western	19,774		21,554	9.0	1,780
Madison	24,256		26,136	7.8	1,880
Waukesha	23,251		25,169	8.2	1,918
Blackhawk	19,521		21,083	8.0	1,562
Indianhead	18,689		20,278	8.5	1,589
North Central	17,376		18,729	7.8	1,353
Southwest	18,404		20,465*	11.2	2,061
<hr/>					
Average	19,645		21,408	9.0	1,764
Lakeshore	19,841	Board	21,533	8.5	1,692
		Assn.	21,725	9.5	1,884
Rank Among 13 Districts	4	Board	5		
		Assn.	4		
+/- Average	+196	Board	+125	-.5	-72
		Assn.	+192	+.5	+120

*Split schedule; average used

PRIMARY TABLE #3
MA BASE (Minimum)

<u>District</u>	<u>79/80</u>	<u>80/81</u>		<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Madison	14,335	15,697		16,914	7.8	1,217
Eau Claire	13,355	15,229		16,600	9.0	1,371
Gateway	12,840	13,957		15,213	9.0	1,256
Midstate	13,325	14,300		15,325	7.2	1,025
Moraine Park	12,840	13,946		14,937*	7.1	990
Northeast	12,360	13,555		14,810	9.3	1,255
Western	13,244	14,436		15,735	9.0	1,299
Waukesha	13,070	14,246		15,421 ^{1/}	8.2	1,175
Milwaukee	15,547	16,794		18,138 ^{1/}	8.0	1,344
<hr/>						
Average	13,435	14,684		15,899	8.3	1,215
Lakeshore	13,189	14,112	Board	15,312	8.5	1,200
			Assn.	15,452	9.5	1,340
Rank Among 10 Districts	6	7	Board	7		
			Assn.	5		
+/- Average	-246	-572	Board	-587	+ .2	-15
			Assn.	-447	+1.2	+125

*Split schedule; average used

^{1/} Submitted by Association as salary schedule but is, in fact, Board's final offer--actual salaries are higher.

SECONDARY TABLE #3 A(w/Assn. Offers)
MA BASE (Minimum)

<u>District</u>	<u>80/81</u>		<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Eau Claire	15,229		16,600	9.0	1,371
Gateway	13,957		15,213	9.0	1,256
Midstate	14,300		15,325	7.2	1,025
Moraine Park	13,946		14,936*	7.1	990
Northeast	13,555		14,810	9.3	1,255
Western	14,436		15,735 ^{1/}	9.0	1,299
Milwaukee	16,794		18,138 ^{1/}	8.0	1,344
Madison	15,697		16,914	7.8	1,217
Waukesha	14,246		15,421	8.2	1,175
Blackhawk	14,168		15,585	10.0	1,417
Indianhead	14,008		15,269	9.0	1,261
North Central	15,220		16,645	9.4	1,425
<hr/>					
Average	14,630		15,882	8.6	1,253
Lakeshore	14,112	Board	15,312	8.5	1,200
		Assn.	15,452	9.5	1,340
Rank Among 13 Districts	9	Board	9		
		Assn.	7		
+/- Average	-518	Board	-570	- .1	-53
		Assn.	-430	+ .9	+87

*Split schedule; average used

^{1/} (See Primary Table #3)

SECONDARY TABLE #3 B (Board Offers)
MA BASE (Minimum)

<u>District</u>	<u>80/81</u>		<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Eau Claire	15,229		16,600	9.0	1,371
Gateway	13,957		15,213	9.0	1,256
Midstate	14,300		15,325	7.2	1,025
Moraine Park	13,946		14,936*	7.1	990
Northeast	13,555		14,810	9.3	1,255
Western	14,436		15,735 ^{1/}	9.0	1,299
Milwaukee	16,794		18,138 ^{1/}	8.0	1,344
Madison	15,697		16,914	7.8	1,217
Waukesha	14,246		15,421	8.2	1,175
Blackhawk	14,168		15,301	8.0	1,133
Indianhead	14,008		15,199	8.5	1,191
North Central	15,220		16,405	7.8	1,185
Southwest	13,440		14,381*	7.0	941
<hr/>					
Average	14,538		15,721	8.1	1,183
Lakeshore	14,112	Board	15,312	8.5	1,200
		Assn.	15,452	9.5	1,340
Rank Among 14 Districts	9	Board	8		
		Assn.	6		
+/- Average	-426	Board	-409	+ .4	+17
		Assn.	-269	+1.4	+157

*Split schedule; average used

^{1/} (See Primary Table #3)

PRIMARY TABLE #4
MA MAXIMUM

<u>District</u>	<u>79/80</u>	<u>80/81</u>		<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Madison	23,722	25,976		27,989	7.7	2,013
Eau Claire	20,465	23,336		25,436	9.0	2,100
Gateway	20,596	22,553		24,583	9.0	2,030
Midstate	20,845	22,620		24,445	8.1	1,825
Moraine Park	19,440	20,951		22,444*	7.1	1,493
Northeast	20,975	23,000		25,125	9.2	2,125
Western	21,188	23,400		25,179	7.6	1,779
Waukesha	24,270	26,454		28,636 ^{1/}	8.2	2,182
Milwaukee	24,871	26,860		29,009 ^{1/}	8.0	2,149
<hr/>						
Average	21,819	23,905		25,871	8.2	1,955
Lakeshore	19,511	21,850	Board	23,714	8.5	1,864
			Assn.	23,925	9.5	2,075
Rank Among 10 Districts	9	9	Board	9		
			Assn.	9		
+/- Average	-2,308	-2,055	Board	-2,157	+ .3	-102
			Assn.	-1,946	+1.3	+109

*Split schedule; average used

^{1/} (See Primary Table #3)

SECONDARY TABLE #4 A(w/Assn. Offers)
MA MAXIMUM

<u>District</u>	<u>80/81</u>		<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
	\$		\$		\$
Eau Claire	23,336		25,436	9.0	2,100
Gateway	22,553		24,583	9.0	2,030
Midstate	22,620		24,445	8.1	1,825
Moraine Park	20,951		22,444*	7.1	1,493
Northeast	23,000		25,125	9.2	2,125
Western	23,400		25,179 ^{1/}	7.6	1,779
Milwaukee	26,860		29,009 ^{1/}	8.0	2,149
Madison	25,976		27,989	7.7	2,013
Waukesha	26,454		28,636	8.2	2,182
Blackhawk	22,329		24,562	10.0	2,233
Indianhead	21,252		23,165	9.0	1,913
North Central	22,227		24,302	9.3	2,075
<hr/>					
Average	23,413		25,406	8.5	1,993
Lakeshore	21,850	Board	23,714	8.5	1,864
		Assn.	23,925	9.5	2,075
Rank Among 13 Districts	11	Board	11		
		Assn.	11		
+/- Average	-1,563	Board	-1,692	0	-129
		Assn.	-1,481	+1.0	+82

*Split schedule; average used

^{1/}(See Primary Table #3)

SECONDARY TABLE #4 B(w/Board Offers)
MA MAXIMUM

<u>District</u>	<u>80/81</u>		<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
	\$		\$		\$
Eau Claire	23,336		25,436	9.0	2,100
Gateway	22,553		24,583	9.0	2,030
Midstate	22,620		24,445	8.1	1,825
Moraine Park	20,951		22,444*	7.1	1,493
Northeast	23,000		25,125	9.2	2,125
Western	23,400		25,179 ^{1/}	7.6	1,779
Milwaukee	26,860		29,009 ^{1/}	8.0	2,149
Madison	25,976		27,989	7.7	2,013
Waukesha	26,454		28,636	8.2	2,182
Blackhawk	22,329		24,115	8.0	1,786
Indianhead	21,252		23,058	8.5	1,806
North Central	22,227		23,958	7.8	1,731
Southwest	20,079		22,297*	11.0	2,218
<hr/>					
Average	23,156		25,098	8.4	1,941
Lakeshore	21,850	Board	23,714	8.5	1,864
		Assn.	23,925	9.5	2,075
Rank Among 14 Districts	11	Board	10		
		Assn.	10		
+/- Average	-1,306	Board	-1,384	+1.1	-77
		Assn.	-1,173	+1.1	+134

*Split schedule; average used

^{1/}(See Primary Table #3)

PRIMARY TABLE #5
SCHEDULE MAXIMUM

<u>District</u>	<u>79/80</u> \$	<u>80/81</u> \$		<u>81/82</u> \$	<u>% Increase</u>	<u>\$ Increase</u> \$
Madison	26,061	28,537		30,749	7.8	2,212
Eau Claire	21,963	25,044		27,298	9.0	2,254
Gateway	22,254	24,368		26,561	9.0	2,193
Midstate	22,045	23,820		25,745	8.1	1,925
Moraine Park	20,640	22,491		24,092*	7.1	1,601
Northeast	21,575	23,000		25,125	9.2	2,125
Western	22,313	23,400		25,174	7.6	1,779
Waukesha	25,260	26,454		28,636 ^{1/}	8.2	2,182
Milwaukee	26,293	28,298		30,564 ^{1/}	8.0	2,266
<hr/>						
Average	23,156	25,045		27,105	8.2	2,059
Lakeshore	21,388	23,376	Board	25,369	8.5	1,193
			Assn.	25,596	9.5	2,220
Rank Among 10 Districts	9	8	Board	7		
			Assn.	7		
+/- Average	-1,768	-1,669	Board	-1,736	+ .3	-66
			Assn.	-1,509	+1.3	+161

*Split schedule; average used

^{1/}(See Primary Table #3)

SECONDARY TABLE #5 A(w/Assn. Offers)
SCHEDULE MAXIMUM

<u>District</u>	<u>80/81</u> \$		<u>81/82</u> \$	<u>% Increase</u>	<u>\$ Increase</u> \$
Eau Claire	25,044		27,298	9.0	2,254
Gateway	24,368		26,561	9.0	2,193
Midstate	23,820		25,745	8.1	1,925
Moraine Park	22,491		24,092*	7.1	1,601
Northeast	23,000		25,125	9.2	2,125
Western	23,400		25,179	7.6	1,779
Milwaukee	28,298		30,564	8.0	2,266
Madison	28,537		30,749	7.8	2,212
Waukesha	26,454		28,636	8.2	2,182
Blackhawk	24,136		26,550	10.0	2,414
Indianhead	21,966		23,943	9.0	1,977
North Central	24,383		26,658	9.3	2,275
<hr/>					
Average	24,658		26,758	8.5	2,100
Lakeshore	23,376	Board	25,369	8.5	1,993
		Assn.	25,596	9.5	2,220
Rank Among 13 Districts	10	Board	9		
		Assn.	9		
+/- Average	-1,282	Board	-1,389	0	-107
		Assn.	-1,162	+1.0	+120

*Split schedule; average used

^{1/}(See Primary Table #3)

SECONDARY TABLE #5 B(w/Board Offers)
SCHEDULE MAXIMUM

<u>District</u>	<u>80/81</u>		<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Eau Claire	25,044		27,298	9.0	2,254
Gateway	24,368		26,561	9.0	2,193
Midstate	23,820		25,745	8.1	1,925
Moraine Park	22,491		24,092*	7.1	1,601
Northeast	23,000		25,125	9.2	2,125
Western	23,400		25,179	7.6	1,779
Milwaukee	28,298		30,564	8.0	2,266
Madison	28,537		30,749	7.8	2,212
Waukesha	26,454		28,636	8.2	2,182
Blackhawk	24,136		26,067	8.0	1,931
Indianhead	21,966		23,833	8.5	1,867
North Central	24,383		26,282	7.8	1,899
Southwest	20,079		22,297*	11.0	2,218
<hr/>					
Average	24,306		26,341	8.4	2,034
Lakeshore	23,376	Board	25,369	8.5	1,993
		Assn.	25,596	9.5	2,220
Rank Among 14 Districts	10	Board	9		
		Assn.	9		
+/- Average	-930	Board	-972	+1.1	-41
		Assn.	-745	+1.1	+186

*Split schedule; average used

1/(See Primary Table #3)

Since the parties developed exhibits employing different formats and methods of computation for analytical purposes, the undersigned has recalculated the information presented by each of the parties in an attempt to arrive at a single format incorporating the various approaches utilized by the parties. As previously noted, complete data was not present in the exhibits presented by both the District and the Association; in addition, the parties at times disagreed on the actual salary figures to be utilized from other districts for comparative purposes. Wherever possible, the undersigned has attempted to honor the stipulation of the parties by incorporating reliable data from as many of the VTAE districts as could be discerned from the record. While admittedly the data is incomplete, the undersigned Arbitrator has utilized the data presented by the parties and contained in the record in an attempt to compile the 15 comparative tables presented herein. Having developed these tables, the undersigned has used this information to calculate the relationship of the Association's and the District's final offers with the averages of the other VTAE salary schedules.

Primary Table 1, and Secondary Tables 1A and 1B, indicate the relative effect of the parties' final offers at the BA Base (Minimum) salary level. Primary Table 1 (settled comparables) demonstrates that Lakeshore held a ranking of five out of nine comparable districts for the 1979-80 school year at the BA Minimum level, but that for the 1980-81 school year that rank slipped to seven out of nine. In terms of dollar differentials, the BA Minimum at Lakeshore for 1979-80 was \$75.00 below the average of the comparables at the BA Minimum level, "while for school year 1980-81 the dollar differential increased to \$352.00 below average." If the Board's final offer were to be accepted, Lakeshore's rank at the BA Minimum would remain the same as it was for the 1980-81 school year: seven out of nine. The dollar differential between the average of the comparables and Lakeshore would increase to \$366.00 below the average at the BA Minimum level. Adoption of the Association's final offer would improve the rank at the BA Minimum and move Lakeshore to a position of six out of nine from its previous position of seven out of

nine; at the same time, the actual salary differential at the BA Base would improve from the prior school year since the Association's final offer would produce a differential of \$231.00 below the average of the comparables and thus narrow the gap between Lakeshore and the comparable districts. In terms of percentage increases, the average increase at the BA Base for the comparable districts is 8.3%; the Board's offer of 8.5% is obviously closer to the average percentage increase than the Association's 9.5%. Similarly, the average dollar increase for the comparable districts at the BA Base between the 1980-81 school year and the 1981-82 school year is \$1,074.00; the Board's final offer is only \$4.00 less than this average dollar increase, while the Association's final offer is \$121.00 more than the average increase at the BA Base level.

In reviewing the tables incorporating the settled districts together with the certified final offers of the associations (Table 1-A) and the certified final offers of the districts (Table 1-B) at the BA Base, additional comparative information has been developed. When the final offer of the Board is compared with the average settlements and the certified final offers of the teacher associations, Lakeshore's comparative rank decreases from its prior position of nine out of 12 for 1980-81 to ten out of 12 for 1981-82; the actual salary differential would similarly grow further apart between the average BA Minimum salary and Lakeshore's BA Minimum salary: for 1980-81, Lakeshore's BA Base salary was \$298.00 below the average of the comparables; under the Board's final offer that amount would increase to the figure of \$325.00 below the average of the 1981-82 comparables. The incorporation of the Association's final offer would have the reverse effect: the ranking of Lakeshore would improve to the position of eight out of 12 at the BA Minimum level, while the actual dollar differential in salaries would be narrowed to \$200.00 below the average. On a percentage basis, however, it is clear that the District's final offer of 8.5% more closely approximates the 8.6% average of the comparables found in Table 1-A. Similarly, the Board's final offer is only \$38.00 below the average dollar increase for this comparable set, while the Association's final offer is \$87.00 above the average dollar increase. When the final offers of the unsettled districts is incorporated with the schedules for the settled districts at the BA Base (Table 1-B), the District's final offer maintains the prior ranking of nine out of 13; a slight improvement in the salary differential also would occur with the selection of the District's final offer: for 1980-81, Lakeshore ranked \$239.00 below the average, while under the District's final offer for 1981-82, Lakeshore would improve its position to that of \$213.00 below the average of the comparables. Adoption of the Association's final offer would improve Lakeshore's ranking to that of seven out of 13, and would more significantly narrow the salary differential to \$88.00 below the average. The Board's final offer is much closer to the 8.1% average increase, as well as the dollar average increase of \$1,045.00. The Association's final offer is 1.4% above the average increase and \$150.00 above the average dollar increase.

Tables 2, 2-A and 2-B compare the comparable districts at the BA Maximum level. Table 2 indicates that adoption of the Association's final offer would result in Lakeshore maintaining its relative rank of four out of nine while decreasing the salary differential at this level in the schedule to \$320.00 below the average of the comparables. Adoption of the Board's final offer would result in a decline in rank to five out of nine; also, under the Board's final offer, the actual salary differential would increase to \$512.00 below the average of the comparable districts at the BA Maximum point on the schedule. When viewed in terms of percentage increases, the Association's final offer of 9.5% more closely approaches the 9.1 average of the comparables; in actual dollar amounts the Association's final offer is only \$59.00 above the average, while adoption of the Board's final offer would produce a difference of \$133.00 below the average of the comparables. When Tables 2-A and 2-B are utilized, it appears that in both Tables the Association's final offer would maintain Lakeshore rank, while the Board's final offer would result in a decline in rank. It further appears that the Association's final offer is closer to the average percentage increases of these comparables, but that the Board's final offer is closer to the average salary at the BA Maximum point on the comparable salary schedules. In terms of actual dollar increases, Table 2-A favors the Association's final offer and Table 2-B favors the Board's final offer in terms of distance from the average dollar increase of the comparables.

Table 3 indicates that at the MA Base (Minimum), the District's final offer maintains Lakeshore's rank vis-a-vis the prior school year but will continue to create greater disparity between the actual salary paid at the MA Minimum as compared to the average salary for the comparable districts' pay at the same level. For 1979-80, Lakeshore's salary schedule was \$246.00 below the average of the comparables at this benchmark. For 1980-81 the disparity increased to \$572.00 below the average, and for 1981-82 the Board's proposal would result in Lakeshore's salary schedule lagging the comparable averages by \$587.00 at the MA Base. On the other hand, the Association's final offer results in an improvement in rank (five out of ten) and a narrowing of the salary differential to \$447.00 below the average of the comparables. The Board's final offer is more in line with the average percentage increase as well as the average dollar increase of the comparables. When the additional VTAE districts are included in the comparability set utilizing final offers of associations and districts (Tables 3-A and 3-B), the same pattern emerges. Under the Board's final offer, ranking remains relatively the same, while salary differential between the average of the comparables and Lakeshore expands. However, the Board's final offer, when translated into a percentage increase as well as an actual dollar increase, is more in line with the average of the comparables than is the Association's final offer.

At the MA Maximum (Tables 4, 4-A and 4-B), the District's final offer and the Association's final offer result in identical rankings; however actual salary figures are significantly different under the respective final offers. In both the primary and secondary sets of comparables, the Board's final offer produces a significant disparity between salaries at the MA Maximum level for Lakeshore's professional staff: if the primary set of comparables is examined, the Board's offer is \$2,157.00 below the average of the comparable VTAE districts; when final offers of unsettled districts are factored in, the differential varies from \$1,384.00 below the average utilizing board final offers, and \$1,692.00 below the average utilizing association final offers. On a percentage basis, the District's final offer is closer to the average of all comparable districts. When the parties' final offers are compared on the basis of dollar increases, both the Association and District final offers are almost equidistant from the average dollar increase when utilizing the primary comparables; when secondary comparables are utilized, the Association's final offer on a dollar increase is closer to the average on Table 4-A, and the District's final offer is closer to the comparable average found in Table 4-B.

Comparative analysis of Schedule Maximums (primary Tables 5, secondary tables 5A and 5B) demonstrate the same pattern found in the comparable tables at the MA Maximum benchmark of the salary schedules. While the final offers of both the Board and the Association produces minor improvements in rank, such improvements are identical under either proposal; comparisons to actual salaries at the Scheduled Maximum level demonstrates that the selection of the District's final offer further expands the actual salary differential at Lakeshore, whereas the Association's final offer tends to slightly narrow that differential. In the primary comparables, for instance, the Board's final offer would produce a Schedule Maximum salary which is \$1,736.00 below the average of the comparables; the Association's final offer would produce a Schedule Maximum salary which is \$1,509.00 below the average of comparables at this benchmark. Even when the comparable group is expanded to include those districts where final offers of the boards have been utilized for comparative purposes (Table 5-B) the District's final offer results in a further expansion of the gap between the average of the 14 VTAE districts and Lakeshore (\$972.00 below the average). The Association's final offer tends to narrow that differential but continues to remain significantly below the average (\$745.00 below the average). In all comparative groups, the Association's final offer analyzed from a percentage standpoint is significantly further from the average of the comparable groups; the same is true when actual dollar increases are utilized for comparative purposes.

The foregoing analysis of the fifteen comparative Tables fully demonstrates the many ways in which final offers may be interpreted. Both parties have submitted persuasive, credible arguments in support of the reasonableness of their respective positions on the salary issue; and,

in truth, neither party's position is unreasonable when viewed in light of the salary schedules utilized for comparative purposes. Even more frustrating for the undersigned is the fact that the parties themselves chose the requisite comparable districts against which they wished to have their final offers measured. It is difficult to discern one consistent thread of comparability. At various benchmarks on the salary schedules the Association's proposal would appear to be more reasonable; at other points on the salary schedule it is obvious that the District's final offer is the more reasonable. Analyzed as actual dollar increases, percentage increases, or rank standings within the comparable groups, no consistent pattern emerges. In only one area is there total consistency: if the District's final offer is selected, the benchmark salaries paid to the professional staff at Lakeshore VTAE will continue to fall further behind the average of the comparables, regardless of which comparable group is utilized for comparative purposes. In short, the question which must be answered is not whether Lakeshore teachers should earn less than the average VTAE teacher; rather, the question is how much less said teachers should earn. Under either final offer Lakeshore's teachers will continue to lag far below the average salary for VTAE teachers at the benchmark positions. The District's final offer would expand that differential; adoption of the Association's final offer would begin to narrow that differential.

The undersigned is convinced that the more reasonable final offer is that of the Association. In this regard, the undersigned adopts the reasoning of Arbitrator Kerkman as expressed in Kimberly Area School District (Decision No. 18246-A):

"If the Association offer were adopted the Kimberly teachers would remain behind the average of the five points in the comparison. However, the gap would be narrowed ... [A] dopting the Employer offer would result in widening of the differential between salaries paid Kimberly compared to Kaukauna teachers, while adopting the Association offer would narrow the differential. All of the foregoing comparisons raise the question of whether Kimberly teachers are entitled to 'catch up'. Given the significant disparity between salaries paid Kaukauna teachers vis-a-vis Kimberly teachers, the undersigned concludes that further slippage of Kimberly teachers should be avoided."

While it is true that the District's final offer is consistent with the pattern of settlements on a percentage basis, it is also true that Lakeshore's teachers have been experiencing a consistent deterioration in terms of actual dollars at the five benchmarks examined by the undersigned. It is thus the conclusion of the undersigned Arbitrator that the Association's final offer is more reasonable when viewed in comparison with the actual salaries paid in comparable districts. In addition, the economic effect of both offers leaves the undersigned to conclude that the District's final offer would cause more irreparable harm than does the minimal gain achieved by the Association's final offer. The undersigned recognizes that the Association's proposal is higher than the pattern of increases which have been granted in comparable districts when computed on a percentage basis; however, because of the continual erosion within the salary schedule for Lakeshore teachers, the Association's final offer is more reasonable. In short, the undersigned finds that the actual salaries paid to Lakeshore teachers is a more significant factor than the percentage increase argument put forth by the District.

Having concluded that the Association's final offer is more reasonable than the District's final offer, the undersigned feels compelled to address several other issues which have been raised by the parties. The District and the Association do not agree on the appropriate cost of living indices; more specifically, whether the CPI is appropriate or the PCE is accurate. In addition, the parties disagree as to the time frame to be utilized when making comparisons involving a cost of living analysis. Given the limited issues involved in this dispute, the undersigned finds that the criteria relating to comparable salary schedules is more important than the cost of living criterion in deciding which of the offers is more reasonable. It is obvious that there are inherent problems in relying upon any national index as an indicator of the cost of living in a given area; therefore, the undersigned Arbitrator believes that the

appropriate criterion for determining the issue of salary schedules is best met by viewing area settlements as an appropriate index, whether one chooses to view that index by measuring salary schedules against the Consumer Price Index or the Personal Consumption Expenditure Index.

While the undersigned must concede that the rate of increase in the cost of living has diminished significantly since the pattern of 1981-82 settlements in comparable districts was initially established, it must be remembered that the instant dispute arises over salaries to be paid to Lakeshore teachers for that time period, i.e., the 1981-82 school year. There is sufficient arbitral authority to conclude that the appropriate CPI Index (or PCE Index) to be utilized in determining comparable final offers is that index which existed at the time the parties should have (would have) formulated their bargaining posture. The fact that the parties will ultimately end up with a salary schedule well into calendar 1982 does not negate the significance of the weight to be given to the pattern of settlements in comparable districts for the specific school year in dispute. Where sufficient patterns of settlement have been established in comparable districts, the undersigned believes that these settlements are a far more valid measure of what constitutes a fair and reasonable comparison for purposes of determining which final offer is more reasonable.

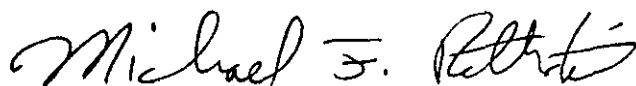
The undersigned is fully cognizant of the merits of the District's final offer. During a period of recession, unemployment and reduced economic resources, it is clear that the District has made an extremely generous salary proposal. While the undersigned acknowledges that the District is probably suffering from diminished resources and continual political pressure from the community, there is no evidence that the District is unable to implement the final offer proposed by the Association. The District may not wish to implement the Association's proposed salary schedule; however, there is no evidence in the record to suggest that educational programs need be eliminated or that significant increases in taxes will occur. The record fails to demonstrate that the District cannot provide adequate resources to implement a salary schedule which will allow its teachers to receive competitive salaries with comparable VTAE districts.

Thus, having reviewed the evidence and the arguments of the parties, the undersigned concludes that, based upon the foregoing reasons, the Association's proposed salary schedule is more reasonable than that submitted by the District; therefore, the undersigned renders the following Arbitration Award:

ARBITRATION AWARD

The 1981-82 collective bargaining agreement between the Lakeshore Vocational Technical and Adult Education District and Lakeshore Education Association shall incorporate the final offer of the Association, together with the stipulations of the parties which reflect prior agreements reached during bargaining, as well as those provisions of the predecessor collective bargaining agreement which remained unchanged during the course of bargaining.

Dated in Madison, Wisconsin this 30th day of July, 1982.



Michael F. Rothstein
Mediator/Arbitrator

*Settled for
1991-92
Contract*

11.2 Rates of Pay for Work Beyond 38 Weeks

Teachers employed on an extended basis beyond thirty-eight (38) weeks shall be paid prorata compensation based on their thirty-eight week contract.

11.12 Association Days (new)

The Association president or his/her designee shall be entitled to a maximum of three (3) days per academic year for Association business without loss of pay or benefits.

The Association agrees to notify the Board at least twenty-four (24) hours in advance of any such leave, indicating the name of the person being released and the date of the leave.

The individual for whom the leave is requested will supply his/her supervisor with a written explanation of how all school related duties will be fulfilled during the absence.

The explanation is to accompany the request for the leave.

The manner in which the duties of the individual on leave will be covered shall be with qualified personnel and approved by the Administration.

5.4 Records Days

Records days are established for the purpose of closing out one grading period and preparing for the next. The only meetings that may be held are departmental meetings. Departmental meetings may only be held with the agreement of all instructors within the department.

6.2.5

Counselors

Counselors are those people who are designated as counselors by the District Director by virtue of their responsibilities for counseling students on vocational, career, academic and personal concerns.

6.3.16

Maintenance. It is recognized that the following programs have excess amounts of maintenance and warrant two (2) hours per week as special assignment. If there is more than one (1) instructor, such assignment may be divided. Assignments may be given to a teacher assistant or technician. Shops warranting maintenance assignments are Machine Shop, Welding, Auto Body, Auto Mechanics, Graphic Arts, Small Engine, Plastics, Laboratory Optician, Electronics Service, Electronic Tech and Electrical Repair.

6.3.17

Off-Campus Travel

A staff member who is assigned courses off his/her campus or other place of work (part of load) will be allowed a fee of \$3.00 for one-way travel or \$6.00 for round-trip travel per class meeting as compensation for travel time. Programs that normally require off-campus travel as an ongoing part of the program are excluded. Such programs would include (not exclusively) EMT, Fire Training, and Nursing.

6.5.1.8

Class size. Laboratory, shop, clinical courses will be determined by student numbers and the assignment of teaching aides.

Lecture-Discussion: For three (3) hour per-week classes, one (1) semester in length, the average class size per instructor will not exceed twenty-five (25) students per class. For less than or more than three (3) hours per week or less than or more than one (1) semester, a pro rata will be determined.

Class size will be figured at the fourth week of each semester.

Overloads will be processed at the end of each semester. For each four (4) students over the maximum, one (1) percent overload will be paid as per calculation in 6.6.3.

This overload is in addition to any payments made for contact hours exceeding 104 percent. A maximum class size is 30 students. For every student in a class over 30 student, payment will be made as follows: Number of students over 30 x number of class periods x \$.35. This is in addition to the averaging payment over 25 students. T.A. assistance may be provided at the teachers option.

9.2 The calendar for a 38-week contract shall consist of 190 contract days beginning August 26, 1980 and ending June 4, 1981. It will include the following:

- a. 175 teaching days
- b. 3 holidays (Labor Day, Thanksgiving Day, Memorial Day)
- c. 4 in-service days
- d. 6 record-keeping days
- e. 2 convention days (SAC)

9.4

Agreed to drop Board proposal with the understanding that both parties will try to negotiate a two-year calendar next year.

11.6

Mileage In accordance with the uniform school policy, reimbursement of twenty-two (22) cents per mile shall be paid to teachers traveling on school business.

11.7

Reimbursement for Seminars

Reimbursement of expenses for attendance at Board-required or Board-approved seminars, workshops, or meetings shall include registration costs, mileage at the rate specified in 11.6 of this contract and lodging and meal allowances as per Board Policy DLC-R.

13.3

Credit for Work Experience

Work experience in the field of teaching, for the purposes of initial placement on the Salary Schedule, shall be credited at the rate of one (1) step for each year of work experience, as approved by the Director. For six (6) years or more of work experience in the field of teaching a maximum of six (6) steps will be accorded, as approved by the Director. These steps shall apply to the maximum steps on the salary schedule and are not to be added to the maximum.

10.8

- A. No material except routine items (medical forms, teaching certificates, request for leave, etc.) shall be placed in the the teacher's official file without the teacher's signature, except in cases where the teacher refuses to sign said material. In such cases, the material may be filed with the understanding that the teacher may, if he/she desires, attach a letter of rebuttal to such material.
- B. The teacher shall have the right to answer any material filed and his/her answer shall be reviewed by his/her supervisor and attached to the file copy.
- C. Upon request by the teacher, he/she shall be given access to and have the right to review all materials in his/her file that have accrued during his/her course of employment in the District but excluding confidential papers in regard to college or university credentials or letters of recommendation given to the District. However, a list of such excluded materials are shall be provided for review to the teacher.
- D. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his/her file, except as to those items excluded at "C" above.
- E. An evaluation or observation report of any teacher must be discussed by the teacher and the administrator before the report is included in the teacher's personal file. The teacher shall sign the evaluation report. If he or she refuses to sign, this fact shall be noted on the report before it is placed in the teacher's personal file. A copy of each observation and evaluation report will be provided each teacher prior to placing a copy in his/her's file.

26.2

Any teacher released from his/her contract after June 15 shall reimburse the District in accordance with the listed schedule. Illnesses or other compelling personal reasons may allow the waiver of this fee.

June 15	\$ 50.00
July 1	100.00
July 15	150.00
August 1	200.00
August 15	250.00

STIPULATION ON MATTERS AGREED

1981-82 CONTRACT

NEW ITEMS AGREED UPON

FOR THE LEA

FOR THE SCHOOL

5.4-Records days are established for the purpose of closing out one grading period and preparing for the next. The only meetings that may be held are departmental meetings. Departmental meetings may only be held with the agreement of all instructors within the department.

6.3.16-Add - Electronic Technology and Electrical Power.

6.5.1.8-Add to paragraph 4 as follows:
A maximum class size is 30 students. For every student in a class over 30 students, payment will be made as follows: Number of students over 30 x number of class periods x \$.35. This is in addition to the averaging payment over 25 students. T.A. assistance may be provided at the teachers option.

11.6-Mileage will increase to twenty-two (22) cents per mile.

11.7-Change as follows: . . .specified on 11.6 of this contract and lodging and meal allowances as per Board Policy DLC-R.

13.3-Change as follows: . . .as approved by the Director. For six (6) years or more of work experience in the field of teaching a maximum of six (6) steps will . . .

13.3-Change as follows: . . .as approved by the Director. For six (6) years or more of work experience in the field of teaching a maximum of six (6) steps will . . .

6.2.5-Counselors are those persons who are designated as counselors by the District Director, by virtue of their responsibilities for counseling students on vocational, career, academic and personal concerns.

- 10.8- A. No material except routine items (medical forms, teaching certificates, request for leave, etc.) shall be placed in the teacher's official file without the teacher's signature, except in cases where the teacher refuses to sign said material. In such cases, the material may be filed with the understanding that the teacher may, if he/she desires, attach a letter of rebuttal to such material.
- B. The teacher shall have the right to answer any material filed and his/her answer shall be reviewed by his/her supervisor and attached to the file copy.
- C. Upon request by the teacher, he/she shall be given access to and have the right to review all materials in his/her file that have accrued during his/her course of employment in the District but excluding confidential papers included in college or university credentials or letters of recommendation given to the District. However a list of what such excluded materials are shall be provided for review by the teacher.
- D. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his/her file, except as to those items excluded at "C" above.
- E. An evaluation or observation report of any teacher must be discussed by the teacher and the administrator before the report is included in the teacher's personal file. The teacher shall sign the evaluation report. If he or she refuses to sign, this fact shall be noted on the report before it is placed in the teacher's personal file. A copy of each observation and evaluation report will be provided each teacher prior to placing a copy in the teacher's file.

26.2-Any teacher released from his/her contract after June 15 shall reimburse the District in accordance with the listed schedule. Illnesses or other compelling personnel reasons may allow the waiver of this fee.

June 15	\$ 50.00
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July 15	\$150.00
August 1	\$200.00
August 15	\$250.00

11.12-Association Days (new)

The Association president or his/her designee shall be entitled to a maximum of three (3) days per academic year for Association business without loss of pay or benefits. The Association agrees to notify the Board at least twenty-four (24) hours in advance of any such leave, indicating the name of the person being released and the date of the leave.

The individual for whom the leave is requested will supply his/her supervisor with a written explanation of how all school related duties will be fulfilled during the absence. The explanation is to accompany the request for the leave.

The manner in which the duties of the individual on leave will be covered shall be with qualified personnel and approved by the Administration.

11.2-Rate of Pay for Work Beyond 38 Weeks

Teachers employed on an extended basis beyond thirty-eight weeks shall be paid pro-rata compensation based on their thirty-eight week contract.

CHANGES MADE AS A RESULT OF PREVIOUS YEAR (80-81) NEGOTIATIONS

6.2.5-Eliminate the word "Librarian".

6.5.1.6-Eliminate.

9.2(a)-175 days

9.2(f)-Eliminate

6.3.17-Remove the program "Equine Management" from the listing of programs.