

APR 9 1982

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: WISCONSIN EMPLOYMENT  
In the Matter of the Petition of : RELATIONS COMMISSION  
: :  
GIBRALTAR AREA EDUCATION ASSOCIATION :  
: Case XIX  
To Initiate Mediation-Arbitration : No. 28652  
Between Said Petitioner and : MED/ARB-1394  
: Decision No. 19112-A  
SCHOOL DISTRICT OF GIBRALTAR AREA :  
: :  
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APPEARANCES

Wm. G. Bracken, Consultant, Wisconsin Association of School Boards, on behalf of the District

Dennis W. Muehl, UniServ Representative, on behalf of Bayland Teachers United

On November 18, 1981, the WERC appointed the undersigned as Mediator-Arbitrator, pursuant to Section 111.70(4)(cm) 6.b of the Municipal Employment Relations Act in the matter of a dispute existing between the Gibraltar Area School District, hereafter the District or the Board, and Bayland Teachers United, hereafter the Association. Pursuant to statutory responsibilities, the undersigned conducted mediation proceedings between the District and the Association on January 28, 1982. Said mediation effort failed to result in voluntary resolution of the dispute. The matter was thereafter presented to the undersigned in an arbitration hearing conducted on the same date for final and binding determination. Post hearing exhibits and briefs were filed by both parties by February 25, 1982. Based upon a review of the evidence and arguments and utilizing the criteria set forth in Section 111.70(4)(cm), Wis. Stats., the undersigned renders the following award.

The substantive issues in dispute include disputes over comparability and the structure of the salary schedule. The parties are in general agreement regarding comparables, but the District would add two districts to the mutually agreed-upon list. With regard to the salary schedule, the Board's offer provides for a base salary of \$12,500, vertical increments of \$625 or 5% of the BA base, four lanes between the BA and MA columns with \$200 between each lane, and a \$200 longevity increment following 14 years of experience in the BA+6 through MA columns. The Association proposes a similar schedule structure with a base salary of \$12,450, vertical increments of \$655 or 5.26% of the BA base, and a \$300 longevity increment following 14 years of experience in the BA+6 through MA columns. Both parties agreed to increase the differential between the BA and MA lanes to \$1,000. Both of the proposed schedules provide for that differential. The difference in the cost of the two proposals is approximately \$15,000.

Because of the impact the comparability issue could have on the salary issue, it will be discussed first, followed by a discussion of the relative merit of the salary schedule offers of both parties.

COMPARABILITY

The parties agree that the following districts are comparable to the Gibraltar Area School District: Algoma, Kewaunee, Luxemburg-Casco, Sevastopol, Southern Door, and Sturgeon Bay.

The District submits that Denmark and Mishicot are also comparable districts, citing their participation in the Packerland Athletic Conference, similar numbers of teachers and students, and the fact that all are in the same geographical area.

The Association argues that the inclusion of these districts is inappropriate because Gibraltar does not participate in Packerland football and geographical considerations discount the importance of Denmark and Mishicot in the case at hand.

#### District Position

Unique economic historical and geographic characteristics of the Board's proposed comparables suggest inclusion in the list of comparables of the Denmark and Mishicot districts. These districts also are located in a similar labor market and have similar community of interests with the other comparable districts.

The Packerland Athletic Conference which includes Denmark and Mishicot, has been considered by both the Board and the Association as a source for comparables. It would be limiting and shortsighted to omit these districts simply because Gibraltar does not participate in any one particular sport.

The Board's proposed comparables are also more representative of similarly sized school districts in terms of numbers of students and staff members.

Finally, the Board's list has been used by a previous arbitrator in a similar case and was agreed to by the Association's representative at that time.

For all these reasons, the District's list of comparables best identifies an appropriate guide for the arbitrator to use as a basis for salary comparisons.

#### Association Position

First, the Board's inclusion of Denmark and Mishicot is inappropriate because no basis other than football participation exists to so include them. Moreover, Gibraltar itself does not participate in the Packerland football program.

Geographical considerations also discount the importance of Denmark and Mishicot as comparables since they are the farthest away from Gibraltar and are not actually located on the Door County Peninsula, as are the other comparable districts.

In addition, Mishicot is not a member of CESA #9 as are the other districts.

#### Discussion

Based upon the data made available by the parties, the undersigned believes the list of comparables submitted by the Board would normally be the most appropriate to utilize. Said comparables are consistent with those used by Arbitrator Neil Gundermann in the Mediation-Arbitration between Southern Door Education Association and the Southern Door County School District decided in February 1981. <sup>1/</sup> It is also noteworthy in this regard that the Association's representative in the instant proceeding apparently did not contest the use of these comparables in the Southern Door County School District case.

The districts within the Board's list of comparables are geographically proximate and are moderately cohesive in size, although one could reasonably argue that several of the largest districts should be excluded from such a list.

Geography, size and local economic factors all influence the labor market from which these school districts must draw and compete. These factors, coupled with the historical use of all the districts as comparables further support the Board's position.

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<sup>1/</sup> Med-Arb 814, Dec. No. 18106-A.

Although the Board's proposed comparables are the more justifiable of the two, one of its proposed comparables will not be utilized as a comparable district in this proceeding for reasons unrelated to its lack of comparability based upon the criteria discussed above. In this regard, the Mishicot district will not be so utilized since in 1980-81 it had a split salary schedule, which makes comparisons with 1981-82 proposals less reliable than other comparisons, particularly where it is uncertain how the split in the schedule affected average salaries for the 1980-81 school year in Mishicot. If there were not a sufficient number of other comparable districts to obtain reliable comparable data, Mishicot would have been utilized. However, because sufficient other data is available for analysis, and because there is not complete data on how Mishicot's schedule was split in 1980-81, it will not be used herein as a comparable.

#### SALARY SCHEDULE

##### Association Position

The Board's offer significantly erodes the District's historical relative position among comparables at the BA max and schedule max levels. In fact, except at the BA base and MA base, the Association's offer is closer to the District's relative position among comparables in 1980-81 than the District's offer.

The Board's offer changes the pattern and ratio between the hiring rate and various job rates on the salary schedule. It increased the District's relative position on hiring rates at a time when the job market is tight, and it lowers the job rate ratio when turnover is low due to limited teaching opportunities. Such a change will tend to have the long range effect of lowering the earnings potential of the currently employed Gibraltar teacher.

The Association's offer, on the other hand, accepts the concept expressed in the parties' stipulation, i.e., to increase the dollar amounts between the BA and MA columns, without artificially increasing the hiring rates at the expense of the experienced teachers.

The Board is also attempting to unreasonably reduce the vertical increment size from 5.26% to 5%, which is inconsistent with the parties' bargaining history on this issue over the past several years.

The Association's proposal of a \$100 increase in longevity is also consistent with the practice and trend in comparable districts.

The Association's offer is also more reasonable in light of the settlement pattern among comparables for the 1981-82 contract year.

Other benefits do not justify a Board offer which is inconsistent with the established pattern of settlements. In fact, the non-salary benefits cited by both parties are remarkably similar in comparable districts.

The cost of living should not be a controlling factor in this matter. Although the trend in the CPI and the PCE has been downward, the pattern of the 1981-82 settlements were established in the summer and fall of 1981, and the parties' offers must be evaluated in that context.

The Board's evidence and arguments regarding matters that allegedly arose subsequent to the arbitration proceeding should not be considered as such evidence was not introduced in an appropriate and timely manner.

Furthermore, the parties agreed that the District's ability to pay is not at issue in this proceeding, and therefore, the District's arguments pertaining to such an issue should not be considered.

##### District Position

The Board's offer maintains or improves the relative ranking of Gibraltar teacher salaries among comparable districts. It also

achieves the second highest 1981-82 average teacher salary among comparable districts, even though it is the smallest district of the nine.

The Board's final offer best maintains the relative ranking among comparable schools while the Association's offer changes that ranking significantly.

The Board believes that the best measure of ranking can be found by placing Gibraltar's teachers on the comparable school districts' individual salary schedules.

By doing so, Gibraltar ranked in the top two positions with 40 of its 49 staff. In 1981-82, under the Board's offer 42 of its 49 staff would rank in the top two positions. Under the Association's offer, 47 of 49 teachers would be in the top two rankings. This shows that the Association's offer is overly excessive and seeks to catapult Gibraltar further away from the salaries paid in other comparable districts. Thus, the Board's offer better maintains the very high salaries already enjoyed by its staff.

Using the same method of comparison and comparing average salaries based thereon, the Board's offer is the most reasonable, since all comparable average salaries but one are inferior to Gibraltar's. Thus, the Association's offer widens the already large gap between the salaries paid in Gibraltar with those of the surrounding school districts.

The average increment in the BA and MA lanes under the Board's offer is above the average increment in the other comparable schools. Furthermore, among the four other comparable districts that use the BA base to determine the size of the yearly vertical increment, not one has a percentage as high as the Association is proposing.

Because of the profound changes to the BA base and MA base the District is proposing, there were simply less dollars to place in other areas in the salary schedule.

In this same regard, since the arbitration hearing, the Board, in order to reduce costs, has begun the process of laying off staff members and reducing costs. It also now expects to be over cost control limits, and therefore, it has decided to hold a referendum to seek permission from taxpayers to exceed the legally permissible level.

The Association's proposed 50% increase on longevity is unnecessary and unreasonable. Although other districts may have higher longevity amounts, their salary schedules are deficient to Gibraltar's in other respects, and therefore, when so viewed, the Association's longevity proposal cannot be justified.

Because other comparable districts are trying to catch up to Gibraltar, their increases are larger than those proposed by the Board in percentage terms; however, they are not larger in actual dollars. Thus, actual salaries is a much more relevant and important criterion to consider than percentage increases when evaluating the reasonableness of the parties' offers.

The Board's offer also more closely matches the settlement it reached with non-certified employees and with its administrators.

The Board's offer more nearly meets the cost of living criterion, whichever measure is used, than does the Association's offer. In this regard, the Board's offer is about 2.5% above the cost of living, however it is measured, while the Association's offer is about 4% above the cost of living.

It is inherently unreasonable for the Association to seek a 4% increase over and above the present cost of living when so many other citizens are being forced to make economic sacrifices.

Gibraltar is a leader in overall compensation in that it offers all fringe benefits offered in comparable districts at higher district paid

percentages than most other districts. This fact further supports the reasonableness of the Board's offer.

Finally, the Association's final offer is not in the best interest or welfare of the public since it is excessive, inflationary, and cannot be defended in these turbulent economic times of recession, high unemployment, high taxes, cost controls and state aid cutbacks.

Among comparables, the District has the second highest cost per student and the highest percentage of the school budget being borne by local taxpayers. In fact, the District receives no state aid.

In these times, the Board's offer strikes a realistic balance between the pressures of citizens to hold down costs and the pressures of the Association to obtain a fair and reasonable increase for the teachers it represents.

#### Discussion

In analyzing the parties' salary schedule proposals, the undersigned has selected ten benchmarks for comparison: the five proposed by the parties, which include the BA and MA bases, and the BA, MA, and schedule maximums including longevity; and five additional benchmarks, including the BA 7th step, MA 10th step, BA, MA, and schedule maximums without longevity.

The additional five benchmarks have been utilized to portray how the proposals will affect individuals who are receiving salaries somewhere in the middle of the schedule, as well as how such proposals will affect individuals at the top of the schedule who are not yet eligible for longevity increments, which are much less uniform both in size and frequency than yearly vertical increment steps.

The following charts will be utilized in the comparative analysis of the aforementioned benchmarks.

CHART 1  
BA BASE

	<u>1980-81</u>		<u>1981-82</u>	<u>% Increase</u>	<u>\$ Increase</u>
	\$		\$		
Algoma	11,175		12,200	9.2	1,025
Denmark	11,200		12,150	8.5	950
Kewaunee	11,400		12,300	7.9	900
Luxemburg-Casco	11,300		12,275	8.6	975
Sevastopol	11,300		12,300	8.8	1,000
Southern Door	11,250		12,300	9.3	1,050
Sturgeon Bay	11,400		12,475	9.4	1,075
Average	11,289		12,286	8.8	996
Gibraltar	11,400	Board	12,500	9.6	1,100
		Assn.	12,450	9.2	1,050
Rank Among 8 Districts	1-3	Board	1		
		Assn.	2		
+/- Average	+111	Board	+214	+ .8	+104
		Assn.	+164	+ .4	+ 54

CHART 2  
MA BASE

	<u>1980-81</u>		<u>1981-82</u>	<u>% Increase</u>	<u>\$ Increase</u>
	\$		\$		
Algoma	11,775		13,000	10.4	1,225
Denmark	12,025		13,050	8.5	1,025
Kewaunee	12,000		13,050	8.8	1,050
Luxemburg-Casco	12,200		13,175	8.0	975
Sevastopol	12,080		13,200	9.3	1,120
Southern Door	11,850		12,900	8.9	1,050
Sturgeon Bay	12,310		13,470	9.4	1,160
Average	12,034		13,121	9.0	1,086
Gibraltar	12,000	Board	13,500	12.5	1,500
		Assn.	13,450	12.1	1,450
Rank Among 8 Districts	6-7	Board	1		
		Assn.	2		
+/- Average	- 34	Board	+379	+3.5	+414
		Assn.	+329	+3.1	+364

CHART 3  
BA 7th STEP

	<u>1980-81</u>		<u>1981-82</u>	<u>% Increase</u>	<u>\$ Increase</u>
	\$		\$		
Algoma	14,527		15,860	9.2	1,384
Denmark	14,560		15,795	8.5	1,235
Kewaunee	14,820		15,990	7.9	1,215
Luxemburg-Casco	14,690		15,958	8.6	1,317
Sevastopol	14,351		15,990	11.9	1,765
Southern Door	14,610		15,990	9.5	1,435
Sturgeon Bay	14,820		16,220	9.4	1,450
Average	14,625		15,972	9.3	1,400
Gibraltar	15,000	Board	16,250	8.3	1,250
		Assn.	16,380	9.2	1,380
Rank Among 8 Districts	1	Board	1		
		Assn.	1		
+/- Average	+375	Board	+278	-1.0	-150
		Assn.	+408	- .1	- 20

CHART 4  
MA 10th STEP

	<u>1980-81</u>		<u>1981-82</u>	<u>% Increase</u>	<u>\$ Increase</u>
	\$		\$		
Algoma	17,073		18,850	10.4	1,777
Denmark	17,196		18,792	9.3	1,596
Kewaunee	17,520		19,053	8.8	1,533
Luxemburg-Casco	17,690		19,104	8.0	1,414
Sevastopol	16,657		18,735	12.5	2,078
Southern Door	16,890		18,435	9.1	1,545
Sturgeon Bay	17,440		19,090	9.5	1,650
Average	17,209		18,866	9.7	1,656
Gibraltar	17,400	Board	19,125	9.9	1,725
		Assn.	19,345	11.2	1,945
Rank Among 8 Districts	4	Board	1		
		Assn.	1		
+/- Average	+191	Board	+259	+ .2	+ 69
		Assn.	+479	+1.5	+289

CHART 5  
BA MAXIMUM

	<u>1980-81</u>		<u>1981-82</u>		<u>% Increase</u>	<u>\$ Increase</u>
	\$	Steps	\$	Steps		
Algoma	18,438	(14)	20,374	(15)	10.5	1,936
Denmark	17,808	(14)	19,440	(14)	9.2	1,632
Kewaunee	18,696	(13)	20,172	(13)	7.9	1,476
Luxemburg-Casco	18,640	(14)	20,254	(14)	8.7	1,614
Sevastopol	18,645	(16)	20,664	(15)	10.8	2,019
Southern Door	17,970	(13)	19,680	(13)	9.5	1,710
Sturgeon Bay	19,150	(15)	21,210	(15)	10.8	2,060
Average	18,478		20,256		9.6	1,778
Gibraltar	19,200	(14)	Board 20,625	(14)	7.4	1,425
			Assn. 20,965	(14)	9.2	1,765
Rank Among 8 Districts	1		Board 3			
			Assn. 2			
+/- Average	+722		Board +369		-2.2	-353
			Assn. +709		- .4	- 13

CHART 6  
MA MAXIMUM

	<u>1980-81</u>		<u>1981-82</u>		<u>% Increase</u>	<u>\$ Increase</u>
	\$	Steps	\$	Steps		
Algoma	20,017	(15)	22,360	(16)	11.7	2,343
Denmark	19,120	(14)	20,880	(14)	9.2	1,760
Kewaunee	19,680	(13)	21,402	(13)	8.8	1,722
Luxemburg-Casco	20,130	(14)	21,739	(14)	8.0	1,609
Sevastopol	19,425	(16)	21,564	(15)	11.0	2,139
Southern Door	19,690	(15)	21,510	(15)	9.2	1,820
Sturgeon Bay	20,860	(16)	22,830	(16)	9.4	1,970
Average	19,846		21,755		9.6	1,909
Gibraltar	19,800	(14)	Board 21,625	(15)	9.2	1,825
			Assn. 21,965	(15)	10.9	2,165
Rank Among 8 Districts	4		Board 4			
			Assn. 3			
+/- Average	- 46		Board -130		- .4	- 84
			Assn. +210		+1.3	+256

CHART 7  
SCHEDULE MAXIMUM

	<u>1980-81</u>		<u>1981-82</u>		<u>% Increase</u>	<u>\$ Increase</u>
	\$	Step	\$	Step		
Algoma	20,517	(15)	22,700	(15)	10.6	2,183
Denmark	19,120	(14)	20,880	(14)	9.2	1,760
Kewaunee	20,008	(13)	21,812	(13)	9.0	1,804
Luxemburg-Casco	20,130	(14)	21,739	(14)	8.0	1,609
Sevastopol	19,525	(16)	21,744	(15)	11.6	2,268
Southern Door	19,690	(15)	21,510	(15)	9.2	1,820
Sturgeon Bay	20,860	(16)	22,830	(16)	9.4	1,970
Average	19,979		21,888		9.6	1,916
Gibraltar	19,800	(14)	Board 21,625	(14)	9.2	1,825
			Assn. 21,965	(14)	10.9	2,165
Rank Among 8 Districts	5		Board 6			
			Assn. 3			
+/- Average	-179		Board -263		- .4	- 91
			Assn. + 77		+ 1.3	+249

CHART 8  
BA MAXIMUM + LONGEVITY

	<u>1980-81</u>		<u>1981-82</u>	<u>% Increase</u>	<u>\$ Increase</u>
	\$		\$		
Algoma	18,438		20,374	10.5	1,936
Denmark	18,308		20,090	9.7	1,782
Kewaunee	18,796		20,672	10.0	1,876
Luxemburg-Casco	18,640		20,504	10.0	1,864
Sevastopol	18,645		20,664	10.8	2,019
Southern Door	18,270		20,030	9.6	1,760
Sturgeon Bay	19,200		21,210	10.5	2,010
Average	18,614		20,506	10.2	1,892
Gibraltar	19,200	Board	20,625	7.4	1,425
		Assn.	20,965	9.2	1,765
Rank Among 8 Districts	1/2	Board	4		
		Assn.	2		
+/- Average	+586	Board	+119	-2.8	-467
		Assn.	+459	-1.0	-127

CHART 9  
MA MAXIMUM + LONGEVITY

	<u>1980-81</u>		<u>1981-82</u>	<u>% Increase</u>	<u>\$ Increase</u>
	\$		\$		
Algoma	20,017		22,360	11.7	2,343
Denmark	19,620		21,530	9.7	1,910
Kewaunee	19,780		22,002	11.2	2,222
Luxemburg-Casco	20,130		21,989	9.2	1,859
Sevastopol	19,425		21,564	11.0	2,139
Southern Door	19,990		21,860	9.4	1,870
Sturgeon Bay	20,985		23,130	10.2	2,145
Average	19,992		22,062	10.2	2,198
Gibraltar	20,000	Board	21,825	9.1	1,825
		Assn.	22,265	11.3	2,265
Rank Among 8 Districts	4	Board	6		
		Assn.	3		
+/- Average	+ 8	Board	-237	-1.1	-373
		Assn.	+203	+1.1	+ 67

CHART 10  
SCHEDULE MAXIMUM + LONGEVITY

	<u>1980-81</u>		<u>1981-82</u>	<u>% Increase</u>	<u>\$ Increase</u>
	\$		\$		
Algoma	20,517		22,960	11.9	2,443
Denmark	19,620		21,530	9.7	1,910
Kewaunee	20,108		22,412	11.5	2,304
Luxemburg-Casco	20,130		21,989	9.2	1,859
Sevastopol	19,525		21,744	11.4	2,219
Southern Door	19,990		21,860	9.4	1,870
Sturgeon Bay	21,635		23,880	10.4	2,245
Average	20,218		22,339	10.5	2,121
Gibraltar	20,000	Board	21,825	9.1	1,825
		Assn.	22,265	11.3	2,265
Rank Among 8 Districts	6	Board	7		
		Assn.	5		
+/- Average	-218	Board	-514	-1.4	-296
		Assn.	- 74	+ .8	+144



It is important to keep in mind in the following analysis that both parties have agreed to increase the range between the BA base and MA base to \$1,000, since the significance of the relationship between this agreed upon objective to the comparability of each party's proposal cannot be overestimated.

In order to achieve this objective both parties increased the MA base by a significantly larger amount than did any other comparable district. Charts 1 and 2 indicate that in achieving this mutually desired objective, the Association's proposal, at the BA and MA bases, is the more comparable of the two. In this regard, the Association's proposal at both of these steps is closer to the average salary as well as the average percentage and dollar increase granted in 1981-82 in comparable districts.

There appears to be little justification for the District's proposal at these benchmarks, particularly since these proposed changes have a significant impact on the District's relative position among comparables at various other benchmarks on the schedule. The District's proposal, which would rank it first among comparables at both the BA and MA bases, has not been supported by any demonstrated need to be so ranked. Where, as here, the District argues that economic resources are indeed scarce, an effort to remain comparable without being out in front at these benchmarks would appear to have been more reasonable and prudent. In fact, it would appear under the circumstances that both of the parties' proposals are unnecessarily high at these steps, particularly when one analyzes the consequences of such large increases on other parts of the schedule. However, in this regard, the Association's proposal is slightly more reasonable than the District's in that it more approximates comparable salaries and increases.

Charts 3 and 4 indicate however that at the BA 7th step and MA 10th step the District's proposal is more reasonable than the Association's, using comparability as a basis for analysis. Chart 3 indicates that although the Association's proposed increase is closer to the average among comparables than the District's, the District, not unreasonably, has proposed a smaller increase which will still maintain its first place ranking among comparables and which will still afford teachers at said step percentage and dollar increases which are not out of the mainstream among comparables.

Chart 4 indicates that at the MA 10th step, the District's proposal is clearly and substantially the more reasonable of the two, in terms of the relative size of the proposed increase and the ranking and comparison of the proposed 1981-82 salary with salaries paid at the same step in comparable districts.

Chart 5, which portrays the BA maximum step, is representative of the type of difficult choices which often confront an arbitrator in a final offer selection procedure. While the District had a reasonable basis to propose a smaller increase than comparable districts in order to bring its salary at this step in line with the comparables, it failed to fairly balance that need with the interests of the teachers at said step to achieve a moderately competitive salary increase. At the BA 7th step the District's proposal effectively achieves such an objective in that it contains a relatively modest, but nonetheless competitive increase, while at the same time bringing its salary at said step more into line with comparable salaries.

At the BA maximum however, in attempting to make its salary at this step more comparable, the District seems to have gone too far in that it reduces the District's ranking several notches, and it proposes an increase which is significantly below the range of increases granted in comparable districts, both in terms of percentages and dollars. Although in certain circumstances such a proposal might be justified, particularly where salaries are significantly out of line, such circumstances do not appear to be present herein. Thus, although the District has a legitimate reason to propose an increase less than that granted in comparable districts, its rather significant departure from the norm in this regard, without factual circumstances justifying such a departure, forces the undersigned to select the Association's

proposal at this step as the less unreasonable of the two.

In this regard it is noteworthy that the Association's proposal at this step, though it retains the District's position as a wage leader among comparables, also reduces the District's rank among comparables and results in an increase which is below the average among comparables both in terms of dollars and percentages.

Charts 6 and 7 support the reasonableness of the District's proposal at the MA and Schedule maximums. At both of these steps the District's proposals are more in line with the increases granted in comparable districts than the Association's, and in neither case is there evidence of a dramatic need to vary from that norm.

Lastly, Charts 8, 9, and 10 support the reasonableness of the Association's proposal at the BA, MA, and Schedule maximums including longevity. Chart 8 indicates at the BA maximum including longevity, the Association's proposed increase is closer to the average among comparables both in dollars and percentages while still falling below the average in both regards. The Association's proposal also slightly reduces the District's relative ranking among comparables, and lastly, there is no evidence in the record supporting the need for the significant variance from the norm, in terms of the size of the increase proposed, which would result from implementation of the District's proposal at this step.

Chart 9 slightly supports the Association's proposal at the MA maximum plus longevity step in that both parties' proposals are relatively equi-distant from the average salary and average percentage increase in comparable districts, however the Association's proposal is much closer to the average dollar increase granted by comparable districts at this step than is the District's. At this step as well there is nothing in the record justifying variance from the norm in this regard.

Chart 10 supports the reasonableness of the Association's proposal at the Schedule maximum including longevity in terms of the size of the increase as well as the relationship between the actual salary proposed to the salaries paid at the same step in comparable districts.

For all of the foregoing reasons, utilizing the salary benchmarks referred to above, it would appear that the Association's proposed salary schedule is slightly more reasonable than the District's, though in all candor, if the undersigned had the discretion to make adjustments in the Association's proposal, the data on comparable schedules certainly would justify the need for some adjustments on the Association's proposed schedule to bring it more into line with comparable schedules.

The foregoing conclusion is based upon the fact that at six of the ten salary benchmarks utilized as a basis of comparison, the Association's proposal was at least slightly more reasonable, or less unreasonable, than the District's.

One could continue to compare various other points on the schedule, or in the alternative, to compare experience, lane and longevity increments, or as the District has proposed, the average salaries or ranking among comparable districts' schedules by placing the District's staff on each of said schedules as a basis of comparison. The undersigned does not reject the validity and utility of any of these criteria; however, the criteria for comparison utilized herein appear to be about as reliable as any of the above. In addition, when adequate data is made available to make such comparisons, the comparisons which have been made herein would appear to be the most frequently utilized by the the parties as well as the mediator-arbitrators in other similar proceedings which hopefully, some day might give more predictability to this process.

The undersigned feels compelled to respond specifically to the District's assertion that one of the most useful ways to make comparisons is to place the District's staff on the salary schedules in comparable districts to ascertain relative averages and rankings.

Though concededly such a basis of comparisons does have short term validity and relevance, in the undersigned's opinion, to utilize such a basis of comparison would in the long term be harmful. Often in the bargaining process salary schedules are tailored to meet the demands of the current teaching staff, which often results in distortions in salaries at various points on the salary schedule, both on the high and low end. Such bargaining practices often result in major overhauls of salary schedules when the distribution of the teaching staff in a district changes. Thus, it would seem to be more desirable for both parties to attempt to develop salary schedules which are consistently and uniformly comparable in order to avoid such problems. In this same regard, there appears to be little justification to pay teachers at the same step in comparable districts significantly different salaries because the distribution of teachers on the salary schedule in those districts differs. Comparability means just that, teachers at the same step in comparable districts should be similarly compensated. Such an approach recognizes the need for larger increases to allow relatively underpaid teachers to catch up, and it also allows for the legitimacy of relatively smaller increases to keep salaries in line with comparables. In this latter regard, the District's proposal at the BA 7th step might be cited as a case in point.

Having found the Association's proposed schedule to be the more comparable of the two, several arguments raised by the District must be addressed before a determination can be made as to whether a slight edge in comparability should decide the dispute.

Although the District has argued that it would be unreasonable to require it to implement the Association's proposal in this period of recession, unemployment, and reduced economic resources, timely evidence has not been introduced supporting the contention that selection of the Association's proposal would cause economic hardship in the District. Although the undersigned concedes that the District, like almost all others in the State, is probably suffering from diminished resources and citizen uneasiness and resistance, there has been no showing that the District is suffering unique problems in this regard, nor has there been any timely evidence introduced supporting the contention that diminished resources would make it difficult for the District to implement the Association's proposed schedule. In this regard and in support of this conclusion, the record is barren of any timely evidence that the District has had to or will have to reduce or eliminate beneficial educational programs, that it will have to engage in long term borrowing, or that it will have to raise taxes in a manner which would be inconsistent with the will of the citizenry. In fact, the record fails to support any assertion that the District cannot continue to provide

its teachers with a salary schedule and increases which are competitive with comparable districts. Although it must be conceded that a settlement which is in accord with the pattern set in comparable districts may not be understood by all of the citizenry in the District, in a proceeding such as this, unless persuasive evidence is introduced supporting the need to differentiate the District from comparable districts, it would appear to be the fairest criterion to utilize.

In response to the District's argument that the superiority of its overall benefit package supports the reasonableness of its salary offer, the undersigned, on the basis of the evidence submitted--which is sketchy at best regarding the specific comparability of fringe benefits--cannot conclude that there is an appreciable and discernible difference between the District's fringe benefit package and those offered by comparable districts which is sufficient to justify the selection of a salary schedule which is the less comparable of the two submitted herein. Although it must be conceded that the fringe benefit package offered by the District would appear on its face to be superior to that offered in most comparable districts, because of the lack of evidence in the record regarding the specific comparability of such benefits, and because of the substantial difference in insurance programs which are available to such parties, the undersigned cannot fairly ascertain whether, and if so, to what extent, the District's fringe benefit package is superior to that of other comparable districts.

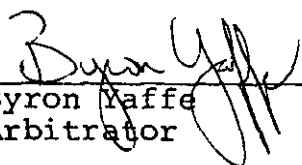
Lastly, in response to the parties' cost of living arguments, although the undersigned must concede that the rate of increase in the cost of living has diminished significantly since the pattern of 1981-82 settlements in comparable districts was established, the instant dispute arises over teachers' salaries for the 1981-82 school year, which commenced in September 1981. The fact that the dispute will be resolved in April 1982 does not negate the significance of the weight to be given to the pattern of settlements in comparable districts for the same year, even if that pattern was established at a different point in time, particularly in relationship to cost of living indices. In the undersigned's opinion, where such patterns of settlements have been established in comparable districts, they are a far more valid measure of what constitutes a fair and reasonable response to changes in the cost of living than any cost of living index, including the CPI and PCE.

For all of the foregoing reasons the undersigned concludes that because the Association's proposed salary structure is slightly more comparable than the District's, and because no persuasive reasons have been presented justifying the selection of the less comparable of the two proposals, the undersigned renders the following arbitration award.

#### ARBITRATION AWARD

The 1981-82 agreement between the School District of Gibraltar Area and the Gibraltar Area Education Association shall include the final offer of the Association which has been submitted herein.

Dated this 7<sup>th</sup> day of April, 1982 at Madison, Wisconsin.

  
Byron Yaffe  
Arbitrator