

APR 29 1983

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

BEFORE THE ARBITRATOR

|                                   |   |                        |
|-----------------------------------|---|------------------------|
| In the Matter of the Petition of  | : |                        |
| TWO RIVERS PUBLIC SCHOOL DISTRICT | : | Case XVI               |
| To Initiate Mediation-Arbitration | : | No. 29722 MED/ARB-1657 |
| Between Said Petitioner and       | : | Decision No. 19837-A   |
| TWO RIVERS EDUCATION ASSOCIATION  | : |                        |

Appearances:

Mulcahy & Wherry, S.C., Attorneys at Law, by Dennis W. Rader, appearing for the Employer.  
Richard Terry, Executive Director, Kettle Moraine UniServe Council, appearing on behalf of the Association.

MEDIATION-ARBITRATION AWARD

Two Rivers Public School District, herein referred to as the Employer, having petitioned the Wisconsin Employment Relations Commission to initiate mediation-arbitration proceedings in the above-entitled matter, between it and Two Rivers Education Association, herein referred to as the Association, and the Commission, having appointed the Undersigned as mediator-arbitrator on August 30, 1982, and the Undersigned, having conducted mediation followed by an arbitration hearing on November 23, 1982. After hearing, the parties submitted post-hearing briefs and reply briefs, the last of which was received February 21, 1983. Thereafter, the Employer requested that the hearing be reopened for the admission of evidence concerning changes of circumstances during the pendency of this case. That submission was made February 28, 1983. The decision in this case is based upon the record and the standards specified in S. 111.70 (4)(cm), Wis. Stats.

ISSUES

The two issues in dispute in this case are the appropriate salary schedule for the 1982-3 school year, and extra-curricular schedule for 1982-3. A copy of the Employer's final offer is attached hereto and marked appendix A, and a copy of the Association's final offer is attached hereto and marked appendix B.

POSITIONS OF THE PARTIES

The Employer takes the position that the wage proposals of the parties should be compared on the basis of total cost and bench mark analysis of the two schedules. It argues that the most appropriate method of costing is to roll back the 1982-3 staff to 1981-2. It denies that the actual cost basis used by the Association is relevant to this case where ability to pay is not in issue because it assumes that savings attributable to reduced staff are applied to increased wages without being considered as increased cost. It notes that the Association has presented an exhibit using the roll back method, but it alleges that the Association has improperly calculated longevity and extra-curricular pay, resulting in lower percentage figures than is correct.

The Employer has argued that the Manitowoc, Sheboygan, and Calumet County area, like the nation, has suffered a severe recession. However, because a large percentage of the employees in this area are employed in the manufacture of durable goods, unlike the Fox River Valley area, this area has been harder hit by the recession. As a result, local private wage settlements are alleged to average 6.36%. The Employer alleges its offer compares more favorably than the Association's offer to this figure. It argues that because of the recession, public employees, including teachers, must accept the fact that there are less resources to draw on. It takes the position that its offer is more acceptable because other employees of the school district have accepted wage settlements comparable to its offer. It argues that it should be given a .6% "credit" because Mediator-Arbitrator Yaffe found that the Association's offer which was adopted in that case was excessive by that amount.<sup>1/</sup> It takes the position that because the Manitowoc County area is basically a lower wage area than the surrounding counties and is subject to higher levels of unemployment, the Employer's offer is more realistic, particularly in the light of current low inflation rate. Similarly, it argues that because Manitowoc County has a lower equalized property value than eight of the eleven surrounding counties, it has less of an ability to support additional increases.

In its view, its offer compares more favorably with national measures of cost of living (CPI-U, CPI-W, CPI-UX1 (rental equivalency), and PCE). It takes the view that a double digit increase is not warranted by the current economic circumstances.

It alleges that with respect to the comparison factor, comparisons should be made to those districts which are approximately of the same size and in CESA 10 (Brillion, Chilton, Kiel, Manitowoc, Mishicot, New Holstein, Plymouth, Random Lake, Sheboygan Falls, and Valders). These comparables are asserted to be supported by two previous arbitration awards between the parties. It denies that the districts included in the secondary comparable group by Mediator/Arbitrator Yaffe are comparable because they are located in the Fox River Valley area, which the Employer believes to be a different labor market. It argues Kewaskum is not comparable because Arbitrator Rothstein concluded that it was not comparable in a case involving that school district.<sup>2/</sup> It denies the Association's selection of school districts is appropriate, because many are out of the same geographic area, it is slanted towards larger school districts, and not supported by any of the prior awards between the parties. It argues that of the school districts deemed comparable, Two Rivers has remained above the average and improved its position with respect to almost all the bench marks, particularly in the light of total compensation. (It excludes Manitowoc from this comparison for periods after it eliminated its salary schedule). At the time the brief was written, only Random Lake had settled for 1982-3, and this was only as part of a two-year agreement. This settlement is not useful, the Employer argues, because it was made under different economic circumstances. In its brief, it relied on the current economic circumstances as justification for its position. After the hearing was concluded, the Employer was permitted to introduce evidence of the settlements in Kiel, Chilton, Plymouth, and New Holstein. Based on this, it argued that its offer was also more comparable, even by the Association's method of analysis. In view of its high ranking, it argues

---

1/ Two Rivers Public School District, no. 1, (Dec. No. 18610-A) 10/81, at p. 15.

2/ School District of Kewaskum, (Dec. No. 18991-A) 8/82.

that the mediator-arbitrator should tolerate some erosion of its position, if any occurs, because of the current economic circumstances. No evidence was presented by either party as to the extra-curricular compensation issue.

It is the position of the Association that the arbitrator should rely on the comparison criteria because other arbitrators have come to rely on it as the primary method of analysis. It takes the position that to the extent that the mediator/arbitrator wishes to consider the value of increase, he should consider the average percent increase on each cell of the schedule as the value of the Employer's offer. By this analysis, it concludes that the value of its offer is 9.19% and the Employer's offer is 5.65%. It is this value which should be compared to changes in consumer prices it argues. It denies PCE is a reliable indicator of inflation because it is based on estimates, relies on CPI data, and includes information not used by CPI, which is of questionable value and not intended to be used by the Wisconsin Statutes. The Association offered for the first time in its brief, evidence as to the CPI for "non-metro urban areas" which it alleges to have been higher than the national CPI indices. It says this former measure is more reliable in this case than the national measure.<sup>3/</sup> The Association also argues its position ought to be adopted because the Employer adopted its budget allowing an overall increase of 12.06%. The Association asserts Random Lake, Chilton, Kewaunee, Denmark, Sturgeon Bay, Southern Door, Sheboygan Falls, Luxemburg- Casco, Kiel, New Holstein, Kewaskum, West De Pere, Plymouth, Manitowoc, Kimberly, De Pere, Seymour, Howard-Suamico, Kaukauna, Pulaski, Ashwaubenon, and Menasha are most comparable based on location, number of pupils, full-time equivalent teachers, and equalized valuation. It agrees with the Employer that the athletic conference is not a viable pool of comparables. It denies the Employer's pool is appropriate based upon the rationale of Mediator/Arbitrator Yaffe in his award (cited above) and the fact that its pool appears to be skewed toward smaller districts. Based upon its pool, the Association contends that it has been well below the median range and has slipped slightly over the past three years. It contends that adoption of the Employer's offer will lead to further erosion of its already weak position. It believes cost of living should not be the main consideration where there is erosion in benchmark position. If, however, the mediator-arbitrator views it as important, it seeks to rely on the overall erosion by comparison to the CPI which has occurred over many years. It denies the Employer is entitled to a .6% "credit" because there was a voluntary settlement between the time Mediator-Arbitrator Yaffe rendered his award and the period for which the final offers in this case apply. It also notes that the Employer has given other of its employees larger increases than it is offering the Association:

|                                |               |
|--------------------------------|---------------|
| non-certified personnel        | average 13.1% |
| custodial                      | 9.63%         |
| supervision and cafeteria      | 13.3%         |
| principals and vice principals | 10.8%         |

It argues that Manitowoc is the most comparable district, and that in spite of the fact that Manitowoc does not have a salary schedule, a valid comparison favoring the Association can be made. It notes its offer would avoid having it fall further behind Manitowoc. Finally, it asserts that its offer is more reasonable when compared with the state average salaries. It objected to the Employer's post hearing submission of settlements reached after hearing on the basis that it was unethical for the mediator/arbitrator to consider anything occurring after the hearing.

---

<sup>3/</sup> p. 19-20 of the Association's brief. The Employer objected to the admission of this evidence.

## DISCUSSION

### Evidentiary Hearing

There are two evidentiary rulings which are important to this case. The first involves the Association's insertion of new material in its brief. This matter is given no weight. The second involves the Employer's motion to reopen to permit evidence on changes during the pendency of the arbitration proceeding. This information was admitted under specific conditions.

No evidence was included in the record at hearing concerning the Bureau of Labor Statistics Consumer Price Index for non-metro urban areas and small metrouurban areas. Without ever having made a motion to reopen the record to admit evidence concerning these indicies, the Association included in its brief the following statement at pp. 19-20:

"While it is true the national CPI measurement is approximately 5.4%, the cost of living has increased at significantly higher rates in smaller communities according to the Bureau of Labor Statistics. Even a cursory perusa] of any of the latest journals from the Bureau of Labor Statistics indicates that the measurements of the small metropolitan areas, between 75,000 and 385,000 have an annual CPI increase of 7.8%, 9.1% to 9.3%. For "non-metro urban areas" (2,500 to 75,000) the increases have been even greater! Reports of 8.6%, 9.3%, and 10.3% are the current trend. The Bureau of Labor Statistics' reports which indicate these increases are published monthly in the BLS journals. 1" (Emphasis theirs; footnotes omitted).

Unless the parties mutually agree otherwise, it is improper for an arbitrator to take into account new factual matter which is included in the brief of a party. A purpose of the hearing is to provide each party an opportunity to cross examine witnesses and to present rebuttal testimony or evidence. If new evidence is inserted into a brief, the opposing party is denied an opportunity to exercise the above-mentioned rights.

An arbitrator may reopen a hearing upon the motion of either party or upon his own motion. Thus, although the Association has never requested that the record be reopened for this matter, the arbitrator may do so on his own. Arbitrators vary widely with respect to when they will permit a record to be reopened. There are many competing policies favoring each position. The policy in favor of reopening the record is to get as complete a factual record as possible. The policies opposed are related to the orderly and prompt conclusion of litigation. In addition, basic concepts of fairness in the litigation process enter into the decision. Thus, it is a fundamental of the litigation process that parties must prepare their cases in advance and, when there is no procedure to discover what evidence the other side will produce, anticipate the arguments of the opposing party. The failure to adequately do so is ordinarily a risk of the litigation process. Thus, the failure to have adequately anticipated the argument and supporting evidence of the other side is a risk which must be born by each party and is not ordinarily a basis for reopening the record. S. 111.70(4)(cm)7.e. makes one of the factors to be weighed by the arbitrator:

"The average consumer prices for goods and services, commonly known as the cost-of-living."

The evidence most commonly presented with respect to this factor are Bureau of Labor Statistics national indicies. Thus, it should have been no surprise at all to the Association when the Employer introduced such evidence. The Association, if it wanted to introduce other indicies, should have been prepared to do so at the hearing.

After the briefs had been filed, but before reply briefs were due, the Employer requested to reopen the record to introduce evidence of settlements reached after the close of hearing. It did so by a letter briefly describing the nature of the evidence it wished to introduce, that it had attempted to obtain agreement from the opposing party, and the reasons why the evidence should be admitted. The Association responded by letter to this request, objecting to its relevance and objecting to the delay occasioned by its introduction.

S. 111.70 (4)(cm)7.g., Wis. Stats., commands arbitrators to consider:

"Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings."

The Undersigned concluded that because the arbitration proceedings are pending until an award is written, changes occurring to that time must be considered, if promptly made after the time the evidence was, or should reasonably have been, discovered.<sup>4/</sup> It should be admitted then only if it is relevant and likely to have a bearing on the result of the case. The Association did not allege the evidence had been available to the Employer at a time earlier than the request was made and the Undersigned assumed the evidence was not available until the request was made. He concluded that it was material and likely to have an effect on the outcome. As a result of the command of law, the arbitrator's sole other responsibility is to insure that procedures are established to insure the rights of each party are protected and that the proceeding moves to a prompt and orderly conclusion. The parties were instructed to provide each other with an outline of the evidence each intended to submit and given an opportunity to supplement their briefs. The Association chose to not submit any other evidence or argument.

#### Costing of Proposals

Both parties submitted a roll back costing of the total package cost of each party's offer. However, the parties came up with different figures. The method of costing the value of a proposal by using the same staff moved between years is an accepted method of costing proposals. The Association costed the salary increase of the Employer at 6.86%, and the Association's salary increase at 10.45%. The Employer costed its salary offer at 7.05% and the Association's at 10.64%. It is not necessary to review all of the differences in costing; these are two factors which should be reviewed. One factor involves the staff used to calculate extra-curricular pay. The Association used the 1982-3 staff for the 1982-3 costing, and used the 1981-2 staff, which was larger, for the costing of the 1981-2 offer. This resulted in lower percentage figures. The Association's method is inconsistent with the roll back costing method.

---

<sup>4/</sup> To the extent the letter of February 17, 1983, is inconsistent, it is overruled.

Another difference appears between the parties' method of costing. This matter involves a significant difference between the parties. The previous agreement between the parties was a calendar year agreement ending December 31, 1981. Effective January 1, 1982, the parties agreed on an increase in the longevity rate. The Employer costed its proposal based upon averaging longevity payments for the full year. The Association costed its offer based upon the increased rate of pay only. The result is that the increase in cost for the 1982-3 year attributable to the longevity increase previously granted is costed in the Employer's method and not costed in the Association's method. Correcting for the error in calculating extra-curricular pay, by the Association's method, the Employer's total package has a value of 7.86% and the Association's total package has a value of 11.26%. The Employer costed the total package of the Association at 11.49% and its total package at 8.07%.

#### Cost of Living

The collective bargaining agreement wage period begins July 1, 1982. The Consumer Price Index U.S. city average, depending on the specific index used for the year ending June, 1982, was an annual change of 6.9% or 6.5%. For the year ending July, 1982, it was 6.3% or 6.4%, depending on the specific index used. There can be no doubt that by comparison to the consumer price indexes themselves, the Employer's offer is preferable.

#### Interests of the Public

The interest of the public in education is generally providing the level and quality of educational services which are appropriate for its needs at the lowest cost consistent with the appropriate level of quality. The evidence establishes that Manitowoc County is generally a low wage area by comparison to Sheboygan, Brown, Outagamie, Winnebago, Calumet, Door, and Fond du Lac Counties. Unlike the Fox River Valley counties, Sheboygan, Calumet, and Manitowoc Counties have a heavy percentage of their non-farm population involved in the production of durable goods. This area is much more subject to the fluctuations of the economy. Thus, Manitowoc County suffers the ill effects of the recession to a greater degree than the river counties.<sup>5/</sup> In Manitowoc County industries, there were about 1,200 employees laid off in 1982. It should be noted that there has been no allegation that the Employer lacks the ability to pay the amount requested by the Association. Because the Employer has reduced its staff, the actual cost impact of each parties' offer on the public is small, less than approximately 1% for the Employer's offer, and about 3.5% for the Association's offer.<sup>6/</sup> The record also reveals that for 1981-2, this district's per pupil cost was \$1,918.68, of which it received \$1,018.07 in state aid. Its property tax rate is the second lowest among the Employer's comparables, even though available equalized valuation is among the lowest for those counties. Thus, Two Rivers is a district which is not heavily property tax dependant and not heavily taxed. On the short term, neither increase will significantly change the tax impact on the local tax payers. On the long term, the impact will be more important, but there is no indication as to what the long term employment situation will be. While public employees can not expect to be totally insulated against the economic factors which provide the resources from which taxes must be drawn, education is a service which requires a long-term, consistent program. It especially requires the

5/ Indeed, the data reveals that there are substantial changes in Manitowoc County's employment picture from month to month.

6/ No correction has been made for costing issues discussed above.

maintenance of a competent staff of professionals. Thus, needlessly subjecting professionals to economic fluctuations suffered by non-professionals in the private sectors tends to undermine the quality of professional staff, and thus, the educational system. The best way to maintain a high quality professional staff is to pay employees consistently at a wage level which is appropriate for their professional skills. Under the specific circumstances of this case, I conclude that the public's interest is better served primarily by paying employees at whatever is the appropriate wage level for their services. Accordingly, this factor has no weight in this case.

### Comparisons

The undisputed evidence in this case establishes that the Fox River Valley communities have a higher level of wages in general, and are less subject to economic fluctuations. In view of the distance of the Fox River Valley communities of Ashwaubenon, Menasha, Kaukana, West De Pere, De Pere, and Kimberly, I conclude that these Fox River Valley communities are not in the same or a similar labor market to Two Rivers. <sup>7/</sup> These districts are, therefore, not comparable. It is not necessary to decide precisely which of the remaining districts over which the parties disagree are comparable to Two Rivers because among the comparables offered by both sides, Two Rivers' teachers are comparably paid. Thus, for example, Two Rivers is appropriately ranked in the sixteen remaining Association comparables, and the nine Employer comparables. The following chart gives a summary of that information.

|                               | <u>BA</u> | <u>BA Step 7</u> | <u>BA Max</u> | <u>MA</u> | <u>MA Step 10</u> | <u>MA Max</u> | <u>Schedule Max</u> |
|-------------------------------|-----------|------------------|---------------|-----------|-------------------|---------------|---------------------|
| 16 Association<br>Comparables | 7         | 12               | 9             | 4         | 8                 | 7             | 4                   |
| 9 Employer<br>Comparables     | 1         | --               | 3             | 2         | -                 | 2             | 2                   |

Few of the school districts which the parties have cited have settled for 1982-3. Because economic conditions changed between 1981-2 and 1982-3 and because settlements are based on a large degree upon economic conditions at the time of settlements, only those school districts which have settled under the current economic circumstances should be relied upon for determining the level of settlement appropriate for 1982-3, where, as here, the unit has been comparably paid. Chilton, Kiel, New Holstein, and Plymouth have settled recently for 1982-3. These are districts which both parties deemed comparable. No total package percentage figures have been offered for these settlements, but sufficient comparison data is available to establish what level of wage increase would preserve the relative difference the Two Rivers School District has to these units. It should be expressly noted that these comparisons are offered only for the level of wage increase and not for the appropriate salary level itself.

---

<sup>7/</sup> It should be noted that these districts have consistently paid their teachers more than the Employer has paid its teachers.

B.A. Min.

|              | <u>79-80</u> | <u>80-81</u> | <u>81-82</u> | <u>82-83</u>                |
|--------------|--------------|--------------|--------------|-----------------------------|
| Chilton      | 10,250       | 11,050       | 12,000       | 12,585                      |
| Kiel         | 10,100       | 11,025       | 12,000       | 12,700                      |
| New Holstein | 10,250       | 11,150       | 12,050       | 12,660                      |
| Plymouth     | 10,300       | 11,000       | 12,000       | 12,825                      |
| Average      | 10,225       | 11,056.25    | 12,012.50    | 12,693                      |
| Two Rivers   | 10,360       | 11,343       | 12,363       | 13,062 Emp.<br>13,500 Ass'n |
| Difference   | 135          | 286.75       | 350.50       | 369 Emp.<br>807 Ass'n       |
| Rank         | 1            | 1            | 1            | 1                           |

B.A. Step 7

|              | <u>79-80</u> | <u>80-81</u> | <u>81-82</u> | <u>82-83</u>                |
|--------------|--------------|--------------|--------------|-----------------------------|
| Chilton      | 13,029       | 14,089       | 15,300       | 16,045                      |
| Kiel         | 12,830       | 14,001       | 15,240       | 16,129                      |
| New Holstein | 13,325       | 14,495       | 15,665       | 16,458                      |
| Plymouth     | 13,125       | 14,020       | 15,294       | 16,345                      |
| Average      | 13,077.25    | 14,151.25    | 15,374.75    | 16,244.25                   |
| Two Rivers   | 13,125       | 14,251       | 15,531       | 16,409 Emp.<br>16,960 Ass'n |
| Difference   | 47.75        | 99.75        | 156.25       | 164.75 Emp.<br>715.75 Ass'n |
| Rank         | 2-3          | 2            | 2            | 2 Emp. 1 Ass'n              |

B.A. Max.

|              | <u>79-80</u> | <u>80-81</u> | <u>81-82</u> | <u>82-83</u>                |
|--------------|--------------|--------------|--------------|-----------------------------|
| Chilton      | 15,119       | 16,299       | 17,700       | 18,563                      |
| Kiel         | 15,554       | 16,977       | 18,480       | 19,558                      |
| New Holstein | 16,298       | 17,729       | 19,160       | 20,129                      |
| Plymouth     | 16,030       | 17,120       | 18,678       | 19,960                      |
| Average      | 15,750.25    | 17,031.25    | 18,504.50    | 19,553                      |
| Two Rivers   | 16,114       | 17,643       | 19,228       | 20,314 Emp.<br>20,996 Ass'n |
| Difference   | 363.75       | 611.75       | 723.50       | 761 Emp.<br>1,443 Ass'n     |
| Rank         | 2            | 2            | 1            | 1                           |



|              | <u>M.A. Min.</u> |              |              |                             |
|--------------|------------------|--------------|--------------|-----------------------------|
|              | <u>79-80</u>     | <u>80-81</u> | <u>81-82</u> | <u>82-83</u>                |
| Chilton      | 10,925           | 11,750       | 12,700       | 13,285                      |
| Kiel         | 10,900           | 12,128       | 13,200       | 13,970                      |
| New Holstein | 10,850           | 11,750       | 12,650       | 13,260                      |
| Plymouth     | 11,000           | 11,700       | 13,000       | 13,825                      |
| Average      | 10,918.75        | 11,832       | 12,887.5     | 13,585                      |
| Two Rivers   | 11,402           | 12,483       | 13,605       | 14,374 Emp.<br>14,856 Ass'n |
| Difference   | 483.25           | 651          | 717.50       | 789 Emp.<br>1,271 Ass'n     |
| Rank         | 1                | 1            | 1            | 1                           |

|              | <u>M.A. Step 10</u> |              |              |                               |
|--------------|---------------------|--------------|--------------|-------------------------------|
|              | <u>79-80</u>        | <u>80-81</u> | <u>81-82</u> | <u>82-83</u>                  |
| Chilton      | 15,568              | 16,744       | 18,098       | 18,931                        |
| Kiel         | 14,995              | 16,592       | 18,060       | 19,114                        |
| New Holstein | 15,733              | 17,038       | 18,343       | 19,227                        |
| Plymouth     | 15,685              | 16,685       | 18,541       | 19,715                        |
| Average      | 15,492.25           | 16,764.75    | 18,260.5     | 19,246.75                     |
| Two Rivers   | 15,892              | 17,255       | 18,805       | 19,867 Emp.<br>20,534 Ass'n   |
| Difference   | 396.75              | 490.25       | 544.50       | 620.25 Emp.<br>1,287.25 Ass'n |
| Rank         | 1                   | 1            | 1            | 1                             |

|              | <u>M.A. Max.</u> |              |              |                             |
|--------------|------------------|--------------|--------------|-----------------------------|
|              | <u>79-80</u>     | <u>80-81</u> | <u>81-82</u> | <u>82-83</u>                |
| Chilton      | 18,026           | 19,388       | 20,995       | 21,920                      |
| Kiel         | 17,718           | 19,568       | 21,300       | 22,543                      |
| New Holstein | 18,228           | 19,740       | 21,252       | 22,277                      |
| Plymouth     | 17,775           | 18,905       | 21,010       | 22,340                      |
| Average      | 17,936.75        | 19,400       | 21,139       | 22,270                      |
| Two Rivers   | 18,664           | 20,435       | 22,271       | 23,529 Emp.<br>24,319 Ass'n |
| Difference   | 727.25           | 1,034.75     | 1,132        | 1,259 Emp.<br>2,049 Ass'n   |
| Rank         | 1                | 1            | 1            | 1                           |

|              | <u>Schedule Max.</u> |              |              |                             |
|--------------|----------------------|--------------|--------------|-----------------------------|
|              | <u>79-80</u>         | <u>80-81</u> | <u>81-82</u> | <u>82-83</u>                |
| Chilton      | 18,356               | 19,718       | 21,285       | 21,920                      |
| Kiel         | 17,918               | 19,788       | 21,540       | 22,543                      |
| New Holstein | 18,564               | 20,244       | 21,756       | 22,277                      |
| Plymouth     | 18,220               | 19,350       | 21,454       | 22,340                      |
| Average      | 18,264.5             | 19,775       | 21,508.75    | 22,270                      |
| Two Rivers   | 20,003               | 21,901       | 23,868       | 23,529 Emp.<br>24,319 Ass'n |
| Difference   | 1,738.5              | 2,126        | 2,359.25     | 1,259 Emp.<br>2,049 Ass'n   |
| Rank         | 1                    | 1            | 1            | 1                           |

It is clear the Association's offer would generate an increase much larger than that granted by any of these school districts, while the Employer's offer tends to preserve the relative relationship.<sup>8/</sup> Thus, the comparison factor heavily favors the Employer's position.

#### Other Factors

The Employer offered evidence that for calendar, 1982, the City of Two Rivers settled with its employees at approximately 8.9% total package, while for apparently the same period, Manitowoc County entered into settlements with its public health nurses and social service units which include professional employees, at slightly over 9.5%. Private sector settlements in the area are considerably less than the foregoing rates. As of December, 1981, the CPI, all city average, urban wage earners, was 8.7% annual change. Employer exhibit 46-A, which is a report written sometime after August 5, 1982, indicates settlements after that date, on the total package basis around the state, have been approximately 8.93% on the average for teachers. The foregoing data suggests that the settlements in the four school districts for 1982-3 listed above are consistent with the pattern. The foregoing data also suggests that the Association's offer above 11% is significantly out of line with current economic conditions and settlements under the current economic conditions.

#### Extra-Curricular Pay Issue

No evidence has been offered with respect to the extra-curricular pay issue; this issue is of such less importance than the salary issue, that no evidence is necessary.

#### Weight

Based upon the foregoing, I conclude teachers in this school district are comparably paid to teachers in similar districts, that the Employer's offer is far more consistent with settlements made in comparable districts and far more consistent with settlements made under current economic conditions. Accordingly, the offer of the Employer is adopted.

<sup>8/</sup> It is not entirely clear the scope of the increases which the Employer granted other employees of the school district. These increases were for the 1982 calendar year, and thus relate to a different economic time.

AWARD

That the parties' current collective bargaining agreement contain the Employer's final offer with respect to the matters in dispute.

Dated at Milwaukee, Wisconsin, this 18th day of April, 1983.

Stanley H. Michelstetter II

Stanley H. Michelstetter II  
Mediator - Arbitrator

August 4, 1982

FINAL OFFER

TWO RIVERS PUBLIC SCHOOL BOARD

The Board proposes all terms and conditions of the current Collective Bargaining Agreement become the terms and conditions for the successor agreement with the exception of the Stipulations made between the parties and Appendices "A" and "B" attached.

APPENDIX A

*RWT  
8/15/82  
Acc  
8/15/82*

APPENDIX A

Two Rivers Public School District  
Salary Schedule - 1982-83 School Year

| <u>Step</u> | <u>BA</u> | <u>+12</u> | <u>+24</u> | <u>MA</u> | <u>+12</u> | <u>+24</u> |
|-------------|-----------|------------|------------|-----------|------------|------------|
| 1           | \$13,062  | \$13,389   | \$13,717   | \$14,374  | \$14,701   | \$15,031   |
| 2           | 13,619    | 13,960     | 14,301     | 14,984    | 15,325     | 15,668     |
| 3           | 14,177    | 14,531     | 14,885     | 15,594    | 15,948     | 16,304     |
| 4           | 14,735    | 15,102     | 15,469     | 16,205    | 16,572     | 16,941     |
| 5           | 15,293    | 15,673     | 16,054     | 16,815    | 17,196     | 17,577     |
| 6           | 15,851    | 16,244     | 16,638     | 17,426    | 17,819     | 18,214     |
| 7           | 16,409    | 16,815     | 17,222     | 18,036    | 18,442     | 18,850     |
| 8           | 16,967    | 17,386     | 17,805     | 18,646    | 19,066     | 19,487     |
| 9           | 17,525    | 17,957     | 18,389     | 19,257    | 19,689     | 20,123     |
| 10          | 18,082    | 18,528     | 18,974     | 19,867    | 20,313     | 20,760     |
| 11          | 18,641    | 19,099     | 19,558     | 20,477    | 20,937     | 21,397     |
| 12          | 19,199    | 19,670     | 20,142     | 21,088    | 21,560     | 22,033     |
| 13          | 19,757    | 20,241     | 20,726     | 21,698    | 22,183     | 22,670     |
| 14          | 20,314    | 20,812     | 21,311     | 22,309    | 22,807     | 23,306     |
| 15          |           |            | 21,895     | 22,919    | 23,431     | 23,943     |
| 16          |           |            |            | 23,529    | 24,054     | 24,579     |
| 17          |           |            |            |           | 24,678     | 25,217     |

*Part 8/12/82*  
*W.C.R.*  
*Ph. 1/1/83*

APPENDIX B

PROPOSAL

TWO RIVERS BOARD OF EDUCATION

TEACHER EXTRA-PAY SCHEDULE

| <u>ASSIGNMENT</u>          | <u>Board Offer<br/>1982-83</u> |
|----------------------------|--------------------------------|
| Announcers                 | \$ 13.25                       |
| Basketball - Head          | 1,650.00                       |
| Assistants (2)             | 1,140.00                       |
| Freshman                   | 1,010.00                       |
| Football - Head            | 1,650.00                       |
| Assistants (2)             | 1,140.00                       |
| J. V. Head                 | 1,140.00                       |
| Assistant                  | 1,010.00                       |
| Freshman Head              | 1,010.00                       |
| Assistant                  | 880.00                         |
| Baseball - Head            | 1,010.00                       |
| Assistant                  | 720.00                         |
| Softball - Head            | 1,010.00                       |
| Assistant                  | 720.00                         |
| Cross Country              | 890.00                         |
| Golf (2)                   | 890.00                         |
| Swimming - Head            | 1,310.00                       |
| Assistant                  | 970.00                         |
| Track - Head (2)           | 1,310.00                       |
| Assistants (4)             | 870.00                         |
| Wrestling - Head           | 1,520.00                       |
| Assistant                  | 1,010.00                       |
| Volleyball - Head          | 890.00                         |
| Assistant                  | 630.00                         |
| Tennis                     | 890.00                         |
| *****                      |                                |
| Annual                     | 760.00                         |
| Audio Visual               | 610.00                         |
| Detention                  | 510.00                         |
| Department Chairperson     | 520.00                         |
| Drama - Special Production | 380.00                         |
| Assistant                  | 250.00                         |
| Chess                      | 400.00                         |
|                            |                                |
| <u>Intramural</u>          |                                |
| Elementary                 | 630.00                         |
| S.A.A.                     | 610.00                         |
| Pom Rai                    | 380.00                         |
| Neshotah News              | 600.00                         |
| Printing School Forms      | 710.00                         |

*Part 8/2/82*  
*Acic*  
*11/10*

PROPOSED  
APPENDIX B  
 (cont.)

| <u>Middle School Activities</u> | <u>Board Offer</u><br><u>1982-83</u> |
|---------------------------------|--------------------------------------|
| Cheerleaders                    | \$ 160.00                            |
| Flag Football                   | 260.00                               |
| Fall Soccer                     | 260.00                               |
| Wrestling                       | 360.00                               |
| Swimming                        | 360.00                               |
| Cross Country                   | 360.00                               |
| Basketball A                    | 870.00                               |
| Basketball B                    | 870.00                               |
| Intramural                      | 380.00                               |
| Softball                        | 160.00                               |
| Track                           | 500.00                               |
| Volleyball                      | 260.00                               |

\*\*\*\*\*

|   |          |
|---|----------|
| Chaperone - non-school (out of town)        | 9.00     |
| Game Bus                                    | 15.75    |
| Game Usher                                  | 13.25    |
| Chaperone (dances)                          | 19.25    |
| Scorekeeper                                 | 16.75    |
| Ticket Taker                                | 15.75    |
| Ticket Seller                               | 15.75    |
| Timer                                       | 16.75    |
| Noon Duty - one-half period                 | 630.00   |
| full period                                 | 1,140.00 |
| Ticket Seller Supervisor                    | 380.00   |
| Band - High School School Year              | 630.00   |
| Band Camp                                   | 130.00   |
| Band Trip                                   | 130.00   |
| Band - Summer Parades, Rehearsals, Concerts | 220.00   |
| Chorus - High School                        | 510.00   |
| Debate                                      | 380.00   |
| Forensic - Head                             | 380.00   |
| Assistant                                   | 260.00   |
| Cheerleaders - High School                  | 380.00   |
| Junior Prom Advisor(s)                      | 260.00   |
| Student Council                             | 380.00   |

*PUT 8/5/82*  
*BLR*  
*8/4/82*

August 4, 1982

FINAL OFFER OF THE TWO RIVERS EDUCATION ASSOCIATION

The Association proposes all terms and conditions of the Collective Bargaining Agreement become the terms and conditions of the successor agreement with the exception of the tentative agreements and Appendices "A" and "B" attached.

Appendix A - 1982/83 Salary Schedule

Current structure with a base salary of \$13,500  
(schedule attached)

Appendix B - 1982/83 Extra Pay Schedule

Attached.

APPENDIX B

REC 8/5/82  
HUR  
8/11/82



(9.1997)

SCHOOL YEAR 1982-3

|    | BA                         | BA+12                      | BA+24                      | MA                         | MA+12                      | MA+24                      |
|----|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 1  | <sup>576.60</sup><br>13500 | <sup>590.15</sup><br>13839 | <sup>603.79</sup><br>14177 | <sup>630.87</sup><br>14856 | <sup>644.44</sup><br>15195 | <sup>658.00</sup><br>15535 |
| 2  | 14077                      | 14429                      | 14781                      | 15427                      | 15839                      | 16193                      |
| 3  | 14653                      | 15019                      | 15385                      | 16118                      | 16484                      | 16851                      |
| 4  | 15230                      | 15609                      | 15988                      | 16749                      | 17128                      | 17507                      |
| 5  | 15806                      | 16200                      | 16592                      | 17379                      | 17773                      | 18167                      |
| 6  | 16383                      | 16790                      | 17196                      | 18010                      | 18417                      | 18825                      |
| 7  | 16960                      | 17380                      | 17800                      | 18641                      | 19062                      | 19483                      |
| 8  | 17536                      | 17970                      | 18403                      | 19272                      | 19706                      | 20141                      |
| 9  | 18113                      | 18560                      | 19007                      | 19903                      | 20350                      | 20799                      |
| 10 | 18690                      | 19150                      | 19611                      | 20534                      | 20995                      | 21457                      |
| 11 | 19266                      | 19741                      | 20215                      | 21165                      | 21639                      | 22115                      |
| 12 | 19843                      | 20331                      | 20819                      | 21796                      | 22284                      | 22773                      |
| 13 | 20419                      | 20921                      | 21422                      | 22426                      | 22928                      | 23431                      |
| 14 | 20996                      | 21511                      | 22026                      | 23057                      | 23573                      | 24089                      |
| 15 |                            |                            | 22630                      | 23677                      | 24217                      | 24747                      |
| 16 |                            |                            |                            | 24319                      | 24862                      | 25405                      |
| 17 |                            |                            |                            |                            | 25506                      | 26063                      |

Prof. 1/1/12  
 BA+12  
 BA+12

Appendix B

Two Rivers Public School District / Extra Pay Schedule

Assignment

|                            |       |
|----------------------------|-------|
| Announcers                 | 13.38 |
| Basketball - Head          | 1673  |
| Assistants (2)             | 1155  |
| Freshman                   | 1022  |
| Football - Head            | 1673  |
| Assistants (2)             | 1155  |
| J.V. Head                  | 1155  |
| Assistant                  | 1022  |
| Freshman Head              | 1022  |
| Assistant                  | 890   |
| Baseball - Head            | 1131  |
| Assistant                  | 839   |
| Softball - Head            | 1022  |
| Assistant                  | 729   |
| Cross Country              | 1073  |
| Golf (2)                   | 895   |
| Swimming - Head            | 1320  |
| Assistant                  | 984   |
| Track - Head (2)           | 1320  |
| Assistants (4)             | 984   |
| Wrestling - Head           | 1540  |
| Assistant                  | 1022  |
| Volleyball - Head          | 1073  |
| Assistant                  | 895   |
| Tennis                     | 895   |
| *****                      |       |
| Annual                     | 770   |
| Audio Visual               | 638   |
| Detention                  | 511   |
| Department Chairperson     | 518   |
| Drama - Special Production | 385   |
| Assistant                  | 252   |
| Chess                      | 399   |

*PLW  
8/15/82  
AKC  
8/4/82*