

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

APR 27 1983

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Petition of :  
: PRINCETON TEACHERS ASSOCIATION : Case VII  
: : No. 29871 MED/ARB-1725  
To Initiate Mediation-Arbitration : Decision No. 19861-A  
Between Said Petitioner and :  
: SCHOOL DISTRICT OF PRINCETON :  
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APPEARANCES:

Mr. James M. Yoder, Executive Director, and Ms. Suzanne Ratzlaff,  
South Central United Educators, appearing on behalf of the  
Association.

Mr. David R. Friedman, Staff Counsel, Wisconsin Association of  
School Boards, appearing on behalf of the District.

Arbitration Award

Pursuant to Sec. 111.70(4)(cm)6.b. of the Municipal Employment Relations Act, the Wisconsin Employment Relations Commission appointed the undersigned as Mediator-Arbitrator in the matter of a collective bargaining dispute between Princeton Teachers Association, hereinafter the Association, and School District of Princeton, hereinafter the District. On November 1, 1982, the undersigned conducted a mediation session between the parties as contemplated by the statute. Attempts to mediate the dispute failed, and at the conclusion of that meeting, the parties agreed to waive those provisions of the statute which provide for an arbitration hearing before the mediator-arbitrator. Thereafter, the parties submitted exhibits and briefs which provide the basis for the award herein.

ISSUE:

The primary issue at dispute between the parties is the 1982-83 salary schedule. The final offers of the parties appear on the following pages. Pursuant to the statute, the undersigned must adopt without modification the final offer of one of the parties. Section 111.70(4)(cm)7 sets forth the criteria to be considered by the arbitrator in evaluating the final offers.

POSITIONS OF THE PARTIES AND DISCUSSION:

The Association's final offer proposes a 1982-83 base salary of \$12,750 and increases the increment within lanes by \$20 every five steps. The District's final offer provides a 1982-83 base salary of \$12,600 and increases the increment within lanes by \$15 every five steps beginning in the sixth year.

The Association argues that its final offer is the more reasonable of the two offers before the arbitrator on the basis of settlements reached in two sets of comparable districts. Those groups

	B.S.	B.S.+8	B.S.+15	B.S.+24	M.S.	M.S.+8
0	12,600	12,980	13,360	13,740	14,120	14,500
1	12,940	13,320	13,700	14,080	14,460	14,840
2	13,280	13,660	14,040	14,420	14,800	15,180
3	13,620	14,000	14,380	14,760	15,140	15,520
4	13,960	14,340	14,720	15,100	15,480	15,860
5	14,300	14,680	15,060	15,440	15,820	16,200
6	14,675	15,055	15,435	15,815	16,195	16,575
7	15,050	15,430	15,810	16,190	16,570	16,950
8	15,425	15,805	16,185	16,565	16,945	17,325
9	15,800	16,180	16,560	16,940	17,320	17,700
10	16,175	16,555	16,935	17,315	17,695	18,075
11	16,570	17,950	17,330	17,710	18,090	18,470
12	16,965	17,345	17,725	18,105	18,485	18,865
13	17,360	17,740	18,120	18,500	18,880	19,260
14	17,755	18,135	18,515	18,895	19,275	19,655
15	X	X	18,910	19,290	19,670	20,050

Princeton Education Association  
Final Offer for 1982-83 Contract

1. Contract for 1982-83 shall include all items <sup>from the 1981-82 contract</sup> not changed in negotiations and all tentative agreements for the '82-83 contract. (tentative agreements attached)
2. Payment of retroactive monies due, if any, upon the issuance of an award or voluntary agreement shall be made within 30 days of award or ratification.
3. Salary Schedule - attached

August 19, 1982  
Robert K. Baumer  
Princeton Education Association

Base 12,750 360 - 380 - 400 Inc.  
 380 lanes, 200 long.

	60	65+8	65+15	65+24	715	715+8
0	12,750	13,130	13,510	13,890	14,270	14,650
1	13,110	13,490	13,870	14,250	14,630	15,010
2	13,470	13,850	14,230	14,610	14,990	15,370
3	13,830	14,210	14,590	14,970	15,350	15,730
4	14,190	14,570	14,950	15,330	15,710	16,090
5	14,550	14,930	15,310	15,690	16,070	16,450
6	14,930	15,310	15,690	16,070	16,450	16,830
7	15,310	15,690	16,070	16,450	16,830	17,210
8	15,690	16,070	16,450	16,830	17,210	17,590
9	16,070	16,450	16,830	17,210	17,590	17,970
10	16,450	16,830	17,210	17,590	17,970	18,350
11	16,850	17,230	17,610	17,990	18,370	18,750
12	17,250	17,630	18,010	18,390	18,770	19,150
13	17,650	18,030	18,410	18,790	19,170	19,550
14	18,050	18,430	18,810	19,190	19,570	19,950
15	18,250	18,630	19,010	19,390	19,770	20,150
16	<del>18,250</del>	<del>18,630</del>	19,410	19,790	20,170	20,550

consist of districts in the Dual County Athletic Conference which includes Princeton and districts in the State with an equalized valuation per pupil and pupil population within a range of 15% above and below that of Princeton.

The Association contends that the District has the second highest equalized valuation within the athletic conference and ranks fourth in per pupil costs. The Association concludes that the District is in a position to meet the financial terms of the Association offer.

The Association further argues that its final offer more generally maintains the District's rank at schedule benchmarks within the athletic conference. The following table, according to the Association, demonstrates that the Association's offer more closely approximates settlements reached in athletic conference districts for 1982-83;

	<u>Average 1982-83 dollar increase</u>	<u>Association Offer</u>	<u>District Offer</u>
BA	\$ 843	\$ 850	\$ 700
BA maximum	1081	1130	835
MA	964	970	820
MA maximum	1350	1270	970
Schedule maximum	1381	1300	1000

The Association asserts that the District ranks near the bottom with respect to the amount of increment paid by comparable districts. The Association argues that the \$20 increment increase it has proposed will narrow the gap and place Princeton closer to a mid-point among comparables on the increment.

The District argues that athletic conference districts constitute the only group relevant for comparison to Princeton. The District contends that an examination of the package percentage increases of the final offers in view of the comparables supports selection of the District's position. The District costs its package offer at 7.89% (7.25% salary increase) and the Association's package cost at 9.48% (8.96% salary increase). The District offers the following 1982-83 package increases among comparable districts:

Green Lake	8.4%
Pardeeville	8.02%
Poynette	10.8%
Randolph	7.42%
Westfield	7.55%

Whereas the District asserts that its offer is more reasonable on the basis of proposed package percentage increases, the District also states that the Association's offer may look reasonable on a review of benchmark salaries standing alone. The District argues, however, that the arbitrator must consider the factors of 1) the state of the economy, 2) the level of settlement which would have

been voluntarily reached, and 3) the changes in the status quo contained in the Association's proposal, as well as Princeton's relative rank among conference schools at salary benchmarks.

The District contends that recent med/arb decisions have recognized the state of the economy in determining the reasonableness of an offer. The District argues that its offer is more reasonable, in view of the state of the economy, Consumer Price Index (5% for September, 1982) and comparable settlements.

The District, contrary to the Association, further asserts that the Association's proposal modifies the salary structure by the inclusion of additional steps across the top of the schedule. The Association states that the last line in its proposed salary schedule reflects \$200 longevity and does not lengthen the salary schedule.

Districts in the Dual County Athletic Conference provide an appropriate group for purposes of comparison to Princeton. Historically, the District has ranked among the upper half of comparable districts on BA maximum and MA maximum salaries. The District has not been a leader on base salary since at least 1978-79. It appears that the relative salary rank of the District among comparables will remain basically unchanged under either the Association's or District's offer with the exception of the base which would drop one position under the District proposal. The District proposes a \$700 base increase while the Association's base reflects an \$850 increase. In the previous three rounds of negotiations, the parties have mutually agreed upon increases to the base of \$600, \$900, and \$1000 respectively. Settlements in comparable districts for 1982-83 base increases range from \$700 to \$1000.

The undersigned is satisfied that the relative salary position of the District will not be so significantly changed under either proposal as to warrant the exclusion of other factors from consideration. The CPI, package percentage increases among comparables and state of the economy during the negotiation and contractual periods are relevant, and in the opinion of the arbitrator, determinative considerations. The undersigned is persuaded that the District's offer is more consistent with these factors. Accordingly the arbitrator concludes that the District's offer is the more reasonable of the two offers before her. Based on the above and foregoing, the undersigned makes the following

AWARD

The final offer of the District is to be incorporated into the written collective bargaining agreement as required by statute.

Dated this 26 th day of April, 1983 at Madison, Wisconsin.

By: Kay B. Hutchison  
Kay B. Hutchison  
Mediator-Arbitrator