

In the Matter of Arbitration	:	
Between	:	AWARD
PULASKI EDUCATION ASSOCIATION	:	Case VI, No. 29809
and the	:	MED/ARB-1695
PULASKI COMMUNITY SCHOOL DISTRICT	:	Decision No. 20099-A

I. HEARING. A hearing in the above entitled matter was held on January 24, 1983, beginning at 9 p.m. at the Glenbrook School, Pulaski, Wisconsin. The parties were given full opportunity to present evidence, give testimony and make argument.

II. APPEARANCES.

RONALD J. BACON, Executive Director, United Northeast Educators, appeared for the Association.

MULCAHY & WHERRY, S.C., by DENNIS W. RADER, appeared for the District.

III. NATURE OF THE PROCEEDINGS. This is a proceeding in final and binding final offer arbitration under Section 111.70 (4) (cm) 6 of the Municipal Employment Relations Act of the State of Wisconsin. On May 26, 1982, the Pulaski Education Association filed a petition with the Wisconsin Employment Relations Commission requesting the initiation of mediation-arbitration pursuant to the statute on the grounds that the parties were deadlocked in working out a new agreement which was to expire on August 24, 1982. The Commission concluded in the course of its procedures that the parties were at impasse within the meaning of the statute, certified that the conditions precedent to initiating mediation-arbitration had been met and ordered such mediation-arbitration on November 16, 1982. Thereafter the parties selected Frank P. Zeidler of Milwaukee as mediator-arbitrator, and the Commission appointed him on November 30, 1982. A public hearing, mediation and an arbitration hearing was held on January 24, 1983, as noted above, and reply briefs were exchanged on March 16, 1983.

IV. FINAL OFFERS. There is one subject involved here and that is the subject of salary including longevity. The Association and the Board are proposing split offers which are submitted herewith in full because of their complexity. The Association offer contains a proposed 1% cumulative longevity with a cap at seven years.

*Pulaski
Bd. Final offer*

Proposed
1982-83 Salary Schedule
1st 95 Contract Days

Exp.	BA	BA + 9 (+250)	BA + 15 BA + 18 (+500)	BA + 27 (+750)	Masters (+1000)	Masters + 6 (+1250)
Start	12700	12950	13200	13450	13700	13950
2	13130	13380	13655	13955	14235	14555
3	13585	13835	14110	14460	14770	15160
4	14040	14290	14565	14965	15325	15765
5	14520	14745	15020	15495	15880	16395
6	15000	15225	15475	16025	16435	17025
7	15480	15705	15955	16555	17015	17655
8	15985	16185	16435	17110	17595	18285
9		16690	16915	17665	18175	18915
10			17395	18220	18780	19545
11			17900	18800	19385	20175
12				19380	19990	20805
13				19960	20620	21460
14					21270	22115
15					21920	22770
	3285	3740	4700	6510	8220	8820

1 @ 430	1 @ 430	5 @ 455	3 @ 505	2 @ 535	3 @ 605
2 @ 455	3 @ 455	4 @ 480	3 @ 530	3 @ 555	8 @ 630
3 @ 480	3 @ 480	1 @ 505	3 @ 555	3 @ 580	3 @ 655
1 @ 505	1 @ 505		3 @ 580	3 @ 605	
				1 @ 630	
				2 @ 650	

*Pulaski
9/30/82*

(Based on Seymour's 82-83 Schedule)

posed
82-83 Salary Schedule
(2nd 95 contract days)

Exp.	BA	BA + 9 (+273)	BA + 15 BA + 18 (+548)	BA + 27 (+821)	Masters (+1095)	Masters + 6 (+1369)
Start	13675	13948	14223	14496	14770	15044
2	14160	14433	14708	15046	15453	15729
3	14680	14958	15233	15596	16136	16414
4	15200	15483	15758	16146	16819	17099
5	15770	16008	16283	16696	17502	17784
6	16340	16583	16808	17246	18185	18469
7	16910	17158	17383	17796	18868	19154
8	17505	17733	17958	18346	19551	19839
9		18328	18533	18896	20235	20529
10			19108	19446	20919	21219
11			19703	19996	21603	21909
12				20546	22287	22599
13				21096	22971	23289
14					23655	23979
15					24339	24669
	3830	4380	5480	6600	9569	9625
Ave. Step	547.14	547.50	548.00	550.00	683.50	687.50
	1 @ 485	1 @ 485	1 @ 485	12 @ 550	7 @ 683	7 @ 685
	2 @ 520	3 @ 525	4 @ 525		7 @ 684	7 @ 690
	3 @ 570	3 @ 575	4 @ 575			
	1 @ 595	1 @ 595	1 @ 595			

A2 Assoc. Final
CFFER

1982-83 Salary Schedule Proposed

Exp	BA	BA + 9	BA + 15 BA + 18	BA + 27	Masters	Masters + 6
Start	13330	13630	13930	14230	14660	14960
2	13792	14092	14419	14773	15238	15613
3	14281	14581	14908	15316	15816	16266
4	14770	15070	15397	15859	16415	16919
5	15286	15559	15886	16429	17014	17599
6	15802	16075	16375	16999	17613	18279
7	16318	16591	16891	17569	18239	18959
8	16861	17107	17407	18166	18865	19639
9		17650	17923	18763	19491	20319
10			18439	19360	20144	20999
11			18982	19984	20797	21679
12				20608	21450	22359
13				21,232	22130	23066
14					22832	23773
15					23534	24480
	3531	4020	5052	7002	8874	9520
	1 @ 462	1 @ 462	5 @ 489	3 @ 543	2 @ 578	3 @ 653
	2 @ 489	3 @ 489	4 @ 516	3 @ 570	3 @ 599	8 @ 680
	3 @ 516	3 @ 516	1 @ 543	3 @ 597	3 @ 626	3 @ 707
	1 @ 543	1 @ 543		3 @ 624	3 @ 653	
					1 @ 680	
					2 @ 702	

1: cumulative longevity with 7 years cap.

1st 95 days

1982-83 Salary Schedule Proposed

Exp.	BA	BA + 9	BA + 15 BA + 18	BA + 27	Masters	Masters + 6
Start	13,700	14,000	14,300	14,600	15,030	15,330
2	14,162	14,462	14,789	15,143	15,608	15,983
3	14,651	14,951	15,278	15,686	16,186	16,636
4	15,140	15,440	15,767	16,229	16,785	17,289
5	15,656	15,929	16,256	16,799	17,384	17,969
6	16,172	16,445	16,745	17,369	17,983	18,649
7	16,688	16,961	17,261	17,939	18,609	19,329
8	17,231	17,477	17,777	18,536	19,235	20,009
9		18,020	18,293	19,133	19,861	20,689
10			18,809	19,730	20,514	21,369
11			19,352	20,354	21,167	22,049
12				20,978	21,820	22,729
13				21,602	22,500	23,436
14					23,202	24,143
15					23,904	24,850
	3,531	4,020	5,052	7,002	8,874	9,520

1 @ 462	1 @ 462	5 @ 489	3 @ 543	2 @ 578	3 @ 653
2 @ 489	2 @ 489	4 @ 516	3 @ 570	3 @ 599	8 @ 680
3 @ 516	3 @ 516	1 @ 543	3 @ 597	3 @ 626	3 @ 707
1 @ 543	1 @ 543		3 @ 624	3 @ 653	
				1 @ 680	
				2 @ 702	

18 cumulative longevity with 7 years cap.

2nd 95 days

V. FACTORS TO BE WEIGHED. The following factors are to be considered by the arbitrator in this matter according to Section 111.70 (4) (cm) 7 of the statutes:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost-of-living.
- f. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

VI. LAWFUL AUTHORITY OF THE EMPLOYER. There is no question as to the authority of the District to meet either offer.

VII. STIPULATIONS. The parties agreed to a contract for 1981-82 and 1982-83 which keeps the language of the contract for two years and allows a reopener on monetary items for 1982-83. All other matters are stipulated to.

VIII. INTEREST AND WELFARE OF THE PUBLIC AND ABILITY OF THE UNIT OF GOVERNMENT TO MEET THE COSTS. These items will be discussed after discussions have occurred on the costs of the offers and their comparability and their relation to other factors to be weighed by the arbitrator. The District essentially is arguing that it should not be required to meet the cost of the Association proposal as not being in the public interest, because of the economy among other things.

IX. COSTS OF THE OFFERS. Board Exhibits 5 A through 8 F yield the following information:

TABLE I

SALARY COSTS, 1981-82 AND COSTS FOR 1982-83 UNDER THE OFFERS
"SCHEDULE TO SCHEDULE" METHOD

<u>Year</u>	<u>Wage Cost Only</u>	<u>% Inc.</u>	<u>FTE</u>	<u>Aver. Salary</u>	<u>\$ Inc.</u>	<u>% Inc.</u>
1981-82	\$2,864,396		175.45	\$16,326		
1982-83						
Board Offer						
1st 95 Da.	1,487,467.50	3.85 ⁽¹⁾	175.45			
2nd 95 Da.	1,623,858.00	13.38 ⁽¹⁾	175.45			
Total	3,111,325.50	8.62	175.45	17,733.40	1,407	8.62
Assn. Offer						
1st 95 Da.	1,578,702.00	10.22 ⁽¹⁾	175.45			
2nd 95 Da.	1,611,160.50	12.49 ⁽¹⁾	175.45			
Total	3,189,867.50	11.36	175.45	18,181.03	1,855	11.36

(1) Percentage Rate above half year cost for 1981-82.

The next table is abstracted from Board Exhibit 9.

TABLE II

COST ANALYSIS SUMMARY OF THE OFFER UNDER THE
"SCHEDULE TO SCHEDULE" METHOD

<u>Year</u>	<u>Base Wages and Longevity</u>	<u>% Inc.</u>	<u>Aver. Tch. \$ Inc.</u>	<u>Total Wages and Benefits</u>	<u>% Inc.</u>	<u>Aver. Tech. \$ Inc.</u>
1981-82	\$2,072,568			\$3,719,477.00		
1982-83						
Bd.	3,123,218	8.7	1,429	4,026,835.00 ⁽¹⁾	8.2	1,749
Assn.	3,214,430	11.9	1,948	4,135,299.00 ⁽¹⁾	11.2	2,730

(1) This amount may be overstated by up to \$1,400 due to overstatement of life insurance costs.

The Association does not dispute the calculations except for the slight overstatement of life insurance, but notes that the schedule-to-schedule method does not state actual costs to the Board which will be less. Neither party provided any estimates of actual cost.

X. COMPARISONS - COMPARABLE DISTRICTS. The Pulaski School District is in the Bay Athletic Conference. The Board and the Association consider that the ten districts in this council constitute the districts which can be used for comparing of wages and salary. The Pulaski District itself lies in part in Brown, Oconto and Shawano Counties. The following table presents pertinent data on the ten districts used by the parties. The data comes from Association Exhibits 19 through 28 and Board Exhibit 40.

TABLE III

SELECTED CHARACTERISTICS OF COMPARABLE DISTRICTS

<u>District</u>	<u>Pupil Cost</u>		<u>Pupil Members</u>		<u>Equal. Valua. (000)</u>		<u>Levy Rate</u>		<u>FTE</u>
	<u>80-81</u>	<u>81-82</u>	<u>80-81</u>	<u>81-82</u>	<u>80-81</u>	<u>81-82</u>	<u>80-81</u>	<u>81-82</u>	
Ashwaubenon	2221	2353	3504	3417	112,182	412,100	10	9.46	185.91
Clintonville	2165	2851	1651	1659	120,279	209,900	9	9.61	111.89
DePere	2405	2768	1915	1908	121,734	251,670	11	9.42	125.51
Howard-Suamico	2110	2515	2701	2794	83,077	242,541	10	9.66	147.50
Marinette	2554	3298	2516	2508	108,190	285,644	12	9.75	154.80
New London	2093	2459	2340	2379	107,071	268,328	9	9.06	134.50
Pulaski	2180	2905	2735	2757	95,619	284,611	10	9.27	177.75
Seymour	2164	2685	2226	2297	98,692	233,244	10	9.04	139.00
Shawano	2195	2658	2448	2532	144,719	377,344	10	9.49	149.27
West DePere	2053	2651	1887	1852	108,627	220,880	9	9.15	117.53

While the Board considers the above ten districts as comparable, it holds that the Seymour District is the most comparable district, and holds that the Districts of Oconto Falls, Gillett, Bonduel, and Green Bay are not comparable.

The Association states that the disparity between Seymour and Pulaski indicates wide differences according to the Board's own table, but Pulaski is more like Ashwaubenon. The Board, while supporting the idea of using Bay Athletic Conference schools, notes that even among these schools there are differences. The Board considers that Pulaski and Seymour lie in a second concentric around Green Bay which exerts a metropolitan influence on the district around it. Also the composition of these two districts is rural and less suburban. Some of the districts like Ashwaubenon, DePere-Howard-Suamico and West DePere are closer to Green Bay and the remaining districts are farther away, so that Seymour and Pulaski are more comparable.

Discussion. A review of the maps of the districts in the area shows indeed that Pulaski and Seymour are in a second concentric ring of school districts influenced by the Green Bay District. However, as to district size, based on pupil membership, Pulaski is more nearly akin to Howard-Suamico and Ashwaubenon, and it is a bigger district than the Seymour District. In valuation it is not the poorest and ranks fourth among the districts in that respect. Also worthy of noting is that in the Bay Athletic Conference, Shawano, Clintonville and Marinette are some considerable distance from Green Bay. Thus Pulaski is a district with an urban influence extending through a rural and small town district. Since both parties have elected to consider the athletic conference grouping as worthy for use in comparison and since no compelling data compels another judgment, these ten schools will be used here as the school districts of primary comparison, and the Seymour district might be considered for a kind of secondary comparison.

XI. COMPARISONS - THE SALARY SCHEDULES WITHOUT LONGEVITY. A main emphasis here of the Association is comparison of Pulaski offers on salaries with salaries in the ten districts considered comparable. The Association does this primarily by comparing at the benchmarks. However, it must be noted that the offer here on the part of both parties is a split type of offer, and the "lift" at the end is higher than the average rate. Comparison data shown here will include the average rate and the lift.

The character of the Board offer is such that it produces a \$300 across-the-board increase for every cell in the first half. This produces a percentage increase varying from a 2.42% increase at BA, Step 0 to a 1.32% increase at MA+6 at Step 15. For the second 95 days the Board offer produces a rate increase per cell from 10.28% to 9.78% above the rate for the previous year. The Association offer produces a range of 7.5% to 9.94% increase per cell from schedule base to schedule maximum for the first 95 days, and a range of 10.48% to 10.59% for the second 95 days from schedule base to schedule maximum. It should be noted that in the Board's offer that the series of increments between steps are the same for the first 95 days as they were in the 1980-82 year and then the Board increases them in the second half. The Association increases the increments in the first half and retains the increases with exactly the same set of increments in the second half.

In making comparisons at salary benchmarks, it must be noted that Pulaski has 4 BA lanes and 2 MA lanes, Seymour has 3 BA lanes and 1 MA lane. Howard-Suamico has 7 BA lanes and 5 MA lanes, and Ashwaubenon has 5 BA lanes and 5 MA lanes. As to steps in the BA base lane, Pulaski has only 8. Other districts have 13 or 14. The result then is for any comparison of Pulaski to rank low at the BA maximum.

The following table is derived from Association Exhibits 5, 6, 7, 9, 11, 13, 14, 15, 17, 18, 38-44 incl. Similar data are found in Board Exhibit 42 with the exception that in Board Exhibit 42 there is a column for MA, Step 7, which will not be included here.

TABLE IV

COMPARISON OF 1981-82 SALARIES AND RANK IN COMPARABLE DISTRICTS
FOR TEACHERS AT SELECTED STEPS CONSIDERED BENCHMARKS BY THE ASSOCIATION

<u>District</u>	<u>BA</u> <u>Min.</u>	<u>Rank</u>	<u>BA</u> <u>7</u>	<u>Rank</u>	<u>BA</u> <u>Max.</u>	<u>Rank</u>	<u>MA</u> <u>Min.</u>	<u>Rank</u>	<u>MA</u> <u>10</u>	<u>Rank</u>	<u>MA</u> <u>Max.</u>	<u>Rank</u>	<u>Shed.</u> <u>Max.</u>	<u>Rank</u>
Ashwaubenon	13,300	1	17,553	1	17,822	9	14,364	1	22,344	1	25,536	1	28,196	1
Clintonville	12,350	10	14,792	10	18,048	7	13,340	10	17,633	10	20,972	10	21,577	9
DePere	13,025	2	16,619	2	20,213	3	14,329	2	21,241	3	23,545	3	25,939	2
Howard-Suamico	12,950	4	16,520	4	20,090	4	13,900	5	20,659	4	22,912	5	24,748	4
Marinette	12,400	8	15,376	7	20,311	2	14,136	4	19,225	7	23,019	4	24,954	3
New London	12,625	6	15,075	9	19,096	5	13,632	7	19,402	6	22,692 ⁽¹⁾	6	24,549	5
Seymour	12,750	5	15,810	5	17,850	8	13,770	6	19,508	5	22,058	7	22,058	8
Shawano	12,500	7	15,750	6	18,750	6	13,500	8	18,250	9	21,000	9	21,500	10
West DePere	13,025	2	16,534	3	20,315	1	14,328	3	21,290	2	23,772	2	24,344	6
Pulaski	12,400	8	15,180	8	15,685	10	13,400	9	18,480	8	21,620	8	22,470	7

(1) Given as \$22,924 in Board Exhibit 41

The same kind of table can be derived for 1982-83, however with fewer settlements. The information was obtained from Association Exhibits 8, 10, 11, 12, 15, 16, 54, 55, and 62 and Board Exhibits 42, 43, 47, 48, 49, 50 and 51.

TABLE V

COMPARISON OF 1982-83 SALARIES AND PERCENTAGE INCREASES FOR TEACHERS
AT SELECTED STEPS CONSIDERED BENCHMARKS BY THE ASSOCIATION

<u>District</u>	<u>BA</u> <u>Min.</u>	<u>%</u> <u>Inc.</u>	<u>BA</u> <u>7th</u>	<u>%</u> <u>Inc.</u>	<u>BA</u> <u>Max.</u>	<u>%</u> <u>Inc.</u>	<u>MA</u> <u>Min.</u>	<u>%</u> <u>Inc.</u>	<u>MA</u> <u>10th</u>	<u>%</u> <u>Inc.</u>	<u>MA</u> <u>Max.</u>	<u>%</u> <u>Inc.</u>	<u>Sched.</u> <u>Max.</u>	<u>%</u> <u>Inc.</u>
DePere	13,690	5.1	17,470	5.1	21,250	5.1	15,058	5.1	22,330	5.1	24,754	5.1	27,256	5.1
Howard-Suamico	13,700	5.8 ⁽⁴⁾	17,483	5.8	21,262	5.8 ⁽⁶⁾	14,650	5.4	21,924	6.1	24,350	6.2	26,265	6.1
Marinette	13,050	5.2	16,182	5.2	21,590	6.2	14,877	5.2	20,233	5.2	24,440	6.1	26,476	6.1
Seymour	13,675	7.3	16,957	7.3	19,145	7.3	14,769	7.3	20,923	7.3	23,658	7.3	23,658	7.3
West DePere	13,690	5.1	17,390	5.2	21,358	5.1	15,059	5.1			24,983	5.1	25,581	5.1
Pulaski														
Board														
1st 95 Da. (1)	12,700	2.42	15,480	2.0	15,985	1.9	13,700	2.2	18,780	1.6	21,920	1.3	22,770	1.3
2nd 95 Da. (1)	13,675	10.3	16,910	11.4	17,505	11.6	14,770	10.2	20,919	13.2	24,339	12.6	24,669	9.8
Aver.	13,188	6.4	16,195	6.7	16,745	6.8	14,235	6.2	19,850	7.4	23,130	7.0	23,720	5.6
Assn. (1)														
1st 95 Da. (1)	13,330	7.5	16,318	7.5	16,861	7.5	14,660	9.4	20,144	9.0	23,534	8.8	24,480	8.9
2nd 95 Da.	13,700	10.5	16,688	9.9	17,231	9.9	15,030	12.2	20,514	11.0	23,904	10.6	24,850	10.6
Aver.	13,515	9.0	16,503	8.7	17,046	8.7	14,845	10.7	20,329	10.0	23,719	9.7	24,665	9.8
Clintonville														
Board	12,800	3.6 ⁽²⁾	15,542	5.1	19,198	6.4	13,950	4.6 ⁽⁵⁾			22,382	6.7	23,027	6.7
Assn. 1 Sem.	12,750	3.2 ⁽³⁾	15,810	6.9	19,380	7.4	14,026	5.1			22,441	7.0	23,469	8.7
2 Sem.	13,150	6.5	16,306	10.2	19,988	10.7	14,466	8.4			23,151	10.4	24,199	12.2
Aver.	12,950	4.9	16,058	8.6	19,684	9.1	14,246	6.8			22,796	8.7	23,834	10.5
New London														
Board	13,357	5.8	15,949	5.8	20,204	5.8	14,423	5.8			24,013	4.8	25,973	4.7
Assn.	13,509	7.0	16,733	11.0	20,437	7.0 ⁽⁷⁾	14,588	7.0			24,294	6.0	26,275	6.0 ⁽⁸⁾
Shawano														
Board	13,225	5.8	16,708	6.1	19,916	6.2	14,296	5.9			22,408	6.7	22,979	6.9
Assn.	13,425	7.4	16,956	7.6	20,218	7.8	14,512	7.5			22,742	8.3	23,225	8.0

(1) Figures in this row relate to the concept of final "lift".

(2) Stated as 5.3% in Bd. Ex. 47, based on a stated 1981-82 BA Base at \$12,150.

(3) Stated as 8.2% in Bd. Ex. 47.

(4) Stated as 7.3% in Bd. Ex. 47 based on a stated 1982-83 \$13,900 BA Base.

(5) Stated as 6.4% in Bd. Ex. 47.

(6) Stated as 8.4% in Bd. Ex. 48 based on a stated 1982-83 BA Max. at \$21,791.

(7) Stated as 8.1% in Bd. Ex. 48.

(8) Stated as 9.8% in Bd. Ex. 50.

The Association presented some information on what it considers to be a condition here, that of salary "catch-up". The next table summarizes Association Exhibits 31, 32, 33, 34, 35, 36 and 37.

TABLE VI

STATE AVERAGES FOR SELECTED BENCHMARKS, 1981-82
SALARY OF PULASKI AND CATCH-UP AMOUNT

<u>Benchmark</u>	<u>State Average</u>	<u>Pulaski Salary</u>	<u>\$ To Catch Up</u>	<u>Pulaski Rank in 10 Dists.</u>
BA Min.	\$12,570	\$12,400	170	9
BA Max.	19,441	15,685	3,756	10
MA Min.	13,771	13,400	371	9
MA 10th	19,329	18,480	849	8
MA Max.	22,527	21,620	907	8
Sched. Max.	24,138	22,470	1,668	6
BA 7th	15,818	15,180	638	8

The Association reported information as of January 14, 1983, on 1982-83 contract settlements among Wisconsin school districts. The report related to 189 districts with 20,345 FTE out of 416 districts with 47,736 FTE. The following table is abstracted from Association Exhibits 29 and 30. It also reported settlements in 49 of 91 districts with an FTE from 100-299.

TABLE VII

<u>Lane</u>	<u>Aver. 82-83 Settlement</u>		<u>% Inc. Over 81-82, Same Dists.</u>		<u>% Inc. Over 81-82 State Average</u>	
	<u>State-Wide</u>	<u>FTE 100-299</u>	<u>State-Wide</u>	<u>FTE 100-299</u>	<u>State-wide 81-82 Aver.</u>	<u>FTE 100-299 82-83 Aver.</u>
BA Min.	13,495	13,422	7.6	7.2	7.4	-0.5
BA, 7th	17,189	20,713	7.6	7.3	8.7	-1.4
BA Max.	20,282	19,788	7.8	7.4	4.2	-2.4
MA Min.	14,911	14,817	7.7	7.4	8.3	-0.6
MA, 10th	21,002	20,713	7.6	7.3	8.7	-1.4
MA Max.	24,105	24,097	7.9	7.4	7.0	0.0
Sched. Max.	25,835	26,061	7.9	7.4	7.0	0.9

The relationship of percentage increases from 1980-81 to 1981-82 is shown in the next table which information comes from Association Exhibits 14 and 53.

TABLE VIII

PERCENTAGE INCREASES FROM 1980-81 TO 1981-82 IN
THE AVERAGE OF 10 DISTRICTS AND IN PULASKI

<u>Lane</u>	<u>Aver. of 10 Dists. % Inc.</u>	<u>Pulaski % Inc.</u>
BA Min.	8.5	8.6
BA, 7th	8.4	8.1
BA Max.	8.7	8.0
MA Min.	8.5	8.6
MA, 10th	8.7	8.3
MA Max.	8.7	8.1
Sched. Max.	8.6	7.7

The positions of the parties and the conclusions of the arbitrator are reserved until other salary matters are investigated here.

XII. COMPARISONS ON LONGEVITY. To address the matter of total compensation, one has to address the longevity proposal of the Association. The proposal calls for a 1% cumulative pay increase with a 7-year cap. The Board would continue a \$200 longevity payment beginning the first year after one year at the top of a "track".

Board Exhibit 45 yields this information.

TABLE IX

1981-82 LONGEVITY PLANS

<u>District</u>	<u>Plan</u>
Ashwaubenon	1% of the BA base for each year beyond the schedule.
Clintonville	\$350.
DePere	1.15% of BA base 14 yrs. on B and B+8, 17 yrs. on B+15 and B+24, 22 yrs. on B+30 and all MA lanes.
Howard-Suamico	BA to BA+30: 1% of base for each year. MA to MA+24: 2% of BA base for each year of service thereafter.
Marinette	No benefit.
New London	1% of Top Salary at M, M+12, M+24.
Pulaski	\$200
Seymour	\$100/school year above schedule to a maximum of \$700.
Shawano	\$200
West DePere	\$130 for each yr. to a maximum as follows: 12 yrs. at B & B+12; 15 yrs. at BA+24 and BA+30; 20 yrs. at M and MA+12.

1982-83 LONGEVITY PLANS

Clintonville	Same as in 1981-82.
DePere	Same as in 1981-82.
Howard-Suamico	Same as in 1981-82.
Marinette	No benefit ⁽¹⁾
New London	Board proposed 1% at top of lane for individuals with 13 years or more of experience for all MA lanes; Assn. - 1% of salary at top of lane for 13 yrs. or more experience.
Pulaski	
Board	\$200.
Assn.	1% cumulative with 7 years cap.
Shawano	\$200
Seymour	\$100 for each year of service up to \$700.
West DePere	\$137/yr. for 12 years at BA and BA+12, 15 years at BA+24 and BA+30, 20 years at MA lanes.

(1) The 1982-83 Marinette agreement in Article XIII, M, says that for employees who have "reached the maximum (15th) step on the salary schedule, a career longevity increment of five percent (5%) of the fifteenth (15th) step of the BA scale shall be paid each year as a step sixteen (16). A career longevity increment of one percent (1%) of the sixteenth (16th) step of the BA scale shall be paid each year as step seventeen (17)." The salary schedule shows steps 16 and 17.

XIII. TOTAL COMPENSATION. Data on the total costs attributed to the offers have been shown in Section IX. The succeeding data comes from Board Exhibits 48, 50 and 51.

TABLE X
 PERCENTAGE INCREASES IN SALARIES PLUS LONGEVITY PAYMENT,
 1982-83

<u>District</u>	<u>BA Max.</u>	<u>MA Max.</u>	<u>Sched. Max.</u>
Ashwaubenon			
Clintonville			
Board	6.3	6.6	6.2
Assn.	10.5	10.2	12.0
DePere	5.3	5.1	5.5
Howard-Suamico	8.6 ⁽¹⁾	6.3	6.2
Marinette	5.8	6.2	6.1
New London			
Board	5.8	4.8	4.8
Assn.	6.0	8.1	6.0
Seymour	7.0	7.0	7.0
Shawano			
Board	6.2	6.2	6.8
Assn.	7.8	7.8	8.4
West DePere	5.1	5.1	5.4
Pulaski ⁽²⁾			
Board ⁽²⁾	11.5	11.5	9.7
Assn. ⁽²⁾	14.5	14.5	13.8

(1) This percentage max. 5.8%. See Footnote 6, Table V.
 (2) End rates used.

Board Exhibit 53 treated teachers' settlements in the ten comparative districts. The following table relates to the data on total compensation.

TABLE XI
 DOLLAR AND PERCENT INCREASES IN AVERAGE TEACHER'S
 TOTAL COMPENSATION FOR 1981-82 AND 1982-83

<u>District</u>	<u>1981-82</u>		<u>1982-83</u>	
	<u>\$ Inc.</u>	<u>% Inc.</u>	<u>\$ Inc.</u>	<u>% Inc.</u>
Ashwaubenon	2,784	10.64	N.S.	
Clintonville	2,213	10.93	N.S.	
DePere	2,745	11.69	2,104	8.2
Howard-Suamico	2,603	12.11	2,158	8.93
Marinette		9.85		8.28
New London	2,679	12.14		
Board			1,749	8.2
Assn.			2,667	10.77
Seymour	2,579	12.6	2,050	9.0
Shawano	2,394	11.1		
Board			1,629	6.8
Assn.			1,992	8.4
West DePere	2,709	12.1		8.24
Pulaski	2,053	12.0		
Board			1,749	8.2
Assn.			2,370	11.2

Neither party made comparison of total compensation which included all fringe or roll-up costs except as between the parties' own offers.

Position of the Association on Salary.

Major arguments of the Association in favor of its position include these:

1. The use of its set of benchmarks is traditional and is supported by arbitrators, who now emphasize it over other factors.
2. Benchmark comparisons are being used by arbitrators as more accurate in measuring the cost of living than price indices.
3. Benchmark comparisons are to be given priority over percentage increases when considering a catch-up situation.
4. Benchmarks are superior to package costing comparisons, because it is less cumbersome, can be readily substantiated by data, makes moot package costing, and tends to predictability in the bargaining process.

The Association developed a table of average benchmark settlements in DePere, Howard-Suamico, Marinette, Seymour and West DePere. This is the table, with the table number not coming from the Association brief.

TABLE XII

	<u>Bay Conference Average 1982-83 Settlement</u>	<u>Pulaski Association Offer</u>	<u>Pulaski District Offer</u>
BA Base Average	\$13,561.00	\$13,515	\$13,187.50
BA Step 7	17,096.00	16,503	16,195.00
BA Max.	20,921.00	17,046	16,745.00
MA Base	14,882.60	14,845	14,235.00
MA Step 7	19,461.60	18,425	17,941.50
MA Max.	23,467.00	23,719	23,129.50
Sched. Max.	25,847.20	24,665	23,719.50

The Association holds that these data on benchmarks show that its proposal is more appropriate than the Districts.

The Association says that its 1% of BA base cumulating longevity with a seven year cap is comparable and cites the longevity plans for 1982-83 of Ashwaubenon, DePere, Howard-Suamico, Marinette, New London, Seymour, and West DePere.

The Association argues that the data shows that as for catch-up, the teachers at the maximum have not had the percentage increases of those in the schedule.

Position of the Board on Salary. The Board holds that its offer is the more reasonable when compared to wages in other districts. It notes that the average teacher wage and longevity increases come to \$1,429 (8.7%) under the Board's offer and \$1,948 (11.9%) under the Association offer, with an 8.2% and 11.1% total compensation costs respectively. The total compensation dollar difference between the offers is \$108,643. The Board states that the question is the reasonableness of the percentage increases under a depressed economy and a distressed community.

The Board argues that under its offer the teacher moving through the salary schedule will receive substantial increases under the Board's offer and excessive increases under the Association offer. 65.5% of the teachers (114.9 FTE) are in the steps. Under the Board's offer they will receive salary increases of \$1,245 to \$2,100, increases of 8.7% to 11.1%. Under the Association offer the increases will be from \$1,577 to \$2,850, or from 12.2% to 14.2%. The Board holds that there is no justification for this in light of the economy. The Board's proposal is more reasonable.

The Board states that its offer is more reasonable when compared to other districts which have settled in 1982-83. These districts of DePere, Howard-Suamico, Marinette, Seymour and West DePere have given wage increases which range from \$1,507 to \$1,653, with an average of \$1,568. The Board's offer here is within \$139 of the average whereas the Association offer exceeds the average increase by \$380. The average settlement of the settled districts is 8.22% whereas the Board's offer at 8.7% exceeds the average by almost 0.5%. The Association exceeds this average by 3.68% in its 11.9% offer.

The Board states that the average teacher total compensation increase in the settled districts was \$2,104. The Board's offer is closer to this, within \$355, while the Association offer exceeds the average by \$563. As to the average increase for total compensation, the average shows an increase of 8.53% and the Board's offer is within 0.33% of this, whereas the Association offer exceeds it by 2.67%. The Board's increase here matches the percentage increase in DePere, Marinette and West DePere. The Board considers its wage offer therefore competitive.

With respect to its position on benchmark comparisons, the Board first argues that it is not necessary for a school that has been low in a grouping to catch up when there is a significant burden on the taxpayer and in the face of economic conditions. On the other hand the Board has significantly tried to improve the condition of the teachers by offering a split schedule which will enable the Board to meet the contention of needing to catch up and which will put the Association in an advantageous position for the next bargaining session. The Board says that in the first 95 days it has given the teachers a raise commensurate with the change in the cost of living; and in the second 95 days it provided additional catch-up dollars. As to the end rate, the Board's offer places the teachers in a more favorable position than their own offer. The Board's BA+0 and MA+0 maximums are better than the Association offer's maximums.

The Board prepared a chart on the comparative position of Pulaski under the end rate in relation to actual settlements and to certified Board offers in comparable districts. Pulaski has a rank of fifth in nine as far as full value tax rate. Its end offer would give the teachers a rank of fourth in nine for the BA and MA bases and fifth of nine in BA, 7th step, in MA, 7th step, and in MA Maximum. The Schedule Maximum would be sixth of nine and the BA maximum would be ninth of nine where there are only eight steps in the lane. The effort to achieve this exceeds the community's tax effort.

The Board stresses the comparisons of its year-end final offer with the average year-end increase in comparable districts, and does it through its Chart G in the brief derived from Board Exhibits 47-51. This chart is in Table XIII following.

TABLE XIII

COMPARISON OF YEAR-END INCREASES UNDER THE BOARD'S FINAL OFFER WITH AVERAGE YEAR-END INCREASE IN THE COMPARABLE DISTRICTS

	<u>Board's Offer</u>		<u>Area Average</u>	
	<u>\$ Inc.</u>	<u>% Inc.</u>	<u>\$ Inc.</u>	<u>% Inc.</u>
BA Base	\$1275	10.0	\$ 745	5.9
BA O Credit Maximum				
w/o Longevity	1820	11.6	1222	6.3
w/Longevity	1820	11.5	1253	6.3
MA Base	1370	10.2	762	5.7
MA O Credit Maximum				
w/o Longevity	2719	12.6	1348	6.0
w/Longevity	2719	12.5	1389	6.0
Schedule Maximum				
w/o Longevity	2199	9.8	1411	6.0
w/Longevity	2199	9.7	1466	6.1

The Board asserts that this chart shows that in each instance the teachers in Pulaski will have received by the year-end increases that exceed the increase received on the average in the comparable districts.

The Board rejects the Association claim that a significant catch-up is required. It holds that strict reliance on certain benchmark comparisons is somewhat misleading. Instead wage increases over the past should be reviewed. The Board developed the following tables from its Exhibits 41 through 43 and presented the data as Charts H and I in its brief.

TABLE XIV (CHART H)

AVERAGE DOLLAR INCREASES AT SALARY SCHEDULE BENCHMARKS
1980-81 through 1982-83

	<u>Benchmarks</u>						
	<u>BA</u>	<u>BA Step 7</u>	<u>BA Max.</u>	<u>MA</u>	<u>MA Step 7</u>	<u>MA Max.</u>	<u>Sch. Max.</u>
Pulaski Board Offer							
- Actual	\$1775	\$2153	\$2223	\$1898	\$2542	\$3135	\$2862
- End Rate	2025	2510	2605	2120	2933	3539	3019
Pulaski Assn. Offer							
- Actual	2103	2460	2524	2508	3024	3724	3808
- End Rate	2050	2288	2331	2380	2674	3104	3200
Area Average	1692	2147	2738	1858	2522	3302	3466

TABLE XV (CHART I)

AVERAGE % INCREASE AT SALARY SCHEDULE BENCHMARKS
1980-81 to 1982-83

Pulaski Board Offer							
- Actual	15.5%	15.3%	15.4%	15.4%	16.5%	15.7%	13.7%
- End Rate	17.4	17.4	17.5	16.8	18.4	17.0	13.9
Pulaski Assn. Offer							
- Actual	18.4	17.6	17.4	20.3	19.6	18.6	18.3
- End Rate	17.6	15.9	15.6	18.8	16.8	14.9	14.8
Area Average	14.5	14.7	15.5	14.6	15.5	15.4	15.8

The Board notes from these tables that as far as actual dollar increases, the Board's offer exceeds the average increase received in comparable districts in four lanes. When the end rates are used, the increases under the Board offer significantly exceed the increases in five lanes. When percentage increases are used, the Board's offer will produce a higher percentage for actual wages in five lanes, and when the end rate percentage increase is considered, the Board's offer produces a higher percentage than the average increase in six lanes. The end rate percentage increase of the Board's offer will produce a higher percentage increase than the Association's offer in four lanes.

The Board also states that a similar conclusion can be derived from the Association's own exhibits of benchmark changes from 1978-79 both as to dollar amounts and percentage amounts. The Board derived these tables from Association Exhibits 5 through 18 and marked them as Charts J and K in its exhibits.

TABLE XVI (CHART J)

AVERAGE DOLLAR INCREASES AT SALARY SCHEDULE BENCHMARKS
1978-79 to 1982-83

	<u>BA</u>	<u>BA Max.</u>	<u>MA</u>	<u>MA Max.</u>	<u>Schedule Max.</u>
Pulaski Board Offer					
- Actual	\$3138	\$4245	\$3485	\$6555	\$6710
- End Rate	3625	5005	4020	7764	7659
Pulaski Assn. Offer					
- Actual	3465	4546	4095	7144	7655
- End Rate	3650	4731	4280	7329	7840
Area Average	3142	5106	3470	5847	6287

TABLE XVII (CHART K)

AVERAGE % INCREASES AT SALARY SCHEDULE BENCHMARKS

Pulaski Board Offer					
- Actual	31.2%	34.0%	32.4%	39.5%	39.4%
- End Rate	36.1	40.0	37.4	46.8	45.0
Pulaski Assn. Offer					
- Actual	34.5	36.4	38.1	43.1	45.0
- End Rate	36.3	37.8	39.8	44.2	46.1
Area Average	30.7	33.3	31.1	32.6	33.4

The Board specially emphasizes the relations to Seymour. It states that it made a significant effort to reduce salary schedule disparities between the Pulaski and Seymour Districts and supplied a Chart L which was derived from Board Exhibits 3 A and B.

TABLE XVIII (CHART L)

COMPARISON OF 1981-82 AND 1982-83 WAGE LEVELS
IN PULASKI (BOARD OFFER) WITH THE WAGE LEVELS
IN SEYMOUR AT YEAR END

<u>Benchmark</u>	<u>1981-82</u>			<u>1982-83</u>		
	<u>Seymour</u>	<u>Pulaski</u>	<u>Difference</u>	<u>Seymour</u>	<u>Pulaski</u>	<u>Difference</u>
BA Base	\$12750	\$12400	\$-350	\$13675	\$13675	\$ 0
BA Step 7	15810	15180	-630	16957	16910	- 47
BA 0 Maximum	17850	15685	-2165	19145	17505	-1640
MA Base	13770	13400	-370	14769	14770	1
MA Step 7	17595	16715	-880	18872	18868	- 4
MA 0 Maximum	22058	21620	-438	23658	24339	681
Schedule Maximum	22058	22470	412	23658	24669	1011

The Board states that it felt significant strides had to be made in order to reduce inequities, and at the end of the 1982-83 school years inequities would be diminished.

Discussion on Wages, Longevity and Total Compensation.

From Table IV preceding, it can be seen that when the scores of the ranks of Pulaski are compared to the scores of the ranks of the other comparable districts, Pulaski tended to rank second lowest, with only Clintonville lower. Seymour ranked significantly higher. This indicates a need for catching up if other conditions such as economic factors are relatively equal.

Table V presents the question of which standards to use - end rates or actual dollars to be received by teachers under either offer. It also presents the questions of how much weight to put on benchmark wages and in benchmark wages without longevity being considered. In this Table the status of the Pulaski BA Maximum is of minor significance because of the fewer steps to that Maximum. Taking the matter lane by lane, in the BA lane the average salary of the Board is at the lower end of settlements and of prospective settlements; the end rate of the Board would be in the middle range of settlements and high with respect to prospective settlements. This same generalization is true of BA, 7th Step, MA Minimum; MA, 10th Step for settlements only; MA Maximum and Schedule Maximum. The Board in effect has a situation of partial catch-up.

The Association offer in average payments in the BA lane comes to a sum slightly lower than the settlements in four of five districts, but this average will be on the high side with respect to unsettled districts. This pattern generally holds true for BA, 7th Step and MA Minimum. In MA, 10th, the average payment will be in the lower range of settlements in settled districts. This holds true for MA Maximum and Schedule Maximum. The average (annualized) salary of the Association proposal exceeds the actual salary in Seymour in three of six lanes, and is less in three others, MA Maximum being excepted as not comparable.

As to the "lift" in the Association schedule, it would put Pulaski at the top in the BA lane for all districts settled or with final offers. This is also true for MA Minimum. It would be at the lower end of the range for settled districts in BA, 7th Step, and the upper range for districts yet to settle. This is also true of MA, 10th Step, MA Maximum, and Schedule Maximum. The Association end rate with respect to Seymour would leave the Association higher in four lanes and lower in two lanes, with the MA Maximum excepted.

Concerning percentage increases, the average increases of the Board ranging from 6.4% to 7.4% in various lanes is on the high side in both settled and unsettled districts being exceeded only by Seymour in the settled districts with a 7.3% increase for all lanes. For end rate, the Board rates exceed all settled single rates and is high also in comparison to unsettled districts including Association offers in those districts.

The Association average percentage wage increase exceeds those found in settled districts but is comparable to some found in Association offers in unsettled districts.

From Table V the arbitrator concludes that the average wage increase of the Board offer does not meet the test of comparability. However the severity of this lack of comparability is diminished by the character of the end rate which if it prevailed, would put the District in a competitive position for subsequent bargaining.

The data presented in Tables VI and VII are of lower significance. Information as of January 1983 is becoming somewhat dated. However in Table VI the Pulaski rank among the 10 comparable districts in catching up to the state average indicates a need for a catch up.

The data in Table VII can be read in favor of the Association if dollar amounts of average settlements are used, but in favor of the Board if percentage increases are to be applied.

In both of these exhibits, however, the arbitrator also must consider that some of the data includes settlements of larger districts and two-year settlements.

Table VIII indicates some need for catch up in Pulaski.

Table IX indicates that the longevity proposal of the Association would make the dollar amounts more comparable to other districts' longevity proposals, and the arbitrator concludes the matter to be so.

Table X shows that in the provision of longevity, using Pulaski end rates would produce high maximum percentage rate increases. However this observation must be balanced against the fact that the actual payment will produce a lower increase in total dollars as compared to other maximums.

Table XI indicates that the dollar increase of the average teachers' salary was low in the 10 districts in 1981-82 although the percentage increase was among the higher ones. This would indicate that prior to 1981-82 Pulaski was in the low range of average total compensation. The proposed settlement in 1982-83 again puts it on the low range of settlements and of prospective settlements on a dollar basis of end rates of both parties, although the percentage increase is comparable. The Association offer is among the highest in dollar increase, and highest in a percentage increase, indicating its stress on the effort to catch up.

From the foregoing, the arbitrator concludes basically that a catch-up situation has existed in Pulaski, that the Association offer more nearly meets the factor of comparability both in the list of 10 comparable districts and with respect to Seymour. However the District has made a significant effort to catch up at least to the Seymour District by its proposed end rate.

The arbitrator, while observing that benchmarks are very useful in making comparisons, is not concluding that they are the sole criterion on which to decide the entire issue, but are important. Similarly percentage rates of increase in comparison with percentage increases in other districts are useful, but a higher percentage increase may be justified in a catching up.

Also one needs to note Tables XIV through XVII. These tables show on the whole a favorable view of the Board effort in dollar increases and percentage increases over the past years, but they tend to mask the actual average dollar amounts that were paid for given cells in the past, and these amounts were such that a catching up of some kind is needed now.

XIV. COST OF LIVING CHANGES. The Association presented data on what it considers is a decline in the salary rates with respect to the changes in the CPI-W. The data was presented in a series of tables in which each benchmark salary from 1978-79 was traced, with the year 1978-79 considered as the base year in which the CPI and salary were assumed as being in correct relationship. Each of the seven benchmarks were treated, and each exhibit shows that the Pulaski salaries declined from the amount which would have kept pace with the increase in the cost of living. The following table is abstracted from Association Exhibits 46 through 52.

TABLE XIX
CHANGES IN CPI-W-US AND CHANGES IN SALARY SCHEDULE
FOR SELECTED STEPS AND SELECTED YEARS

<u>BA Min.</u>	<u>CPI</u>	<u>CPI Salary Estimate</u>	<u>Actual Salary</u>	<u>Difference</u>
78-79	196.7	10,050	10,050	
81-82	274.6	14,030	12,400	-1630
82-83	291.8	14,909		
Bd.			12,187	-1722
Assn.			13,515	-1394

Following a similar chart form, the Association states that the following amounts would be the lag in teachers' salaries behind what they would be earning if wages went up with the cost of living:

TABLE XX

<u>Lane and Step</u>	<u>81-82 Lag</u>	<u>82-83 Lag</u>	
		<u>Board Offer</u>	<u>Assn. Offer</u>
BA Min.	-1630	-1722	-1394
BA, 7th	-1852	-1903	-1595
BA Max.	-1765	-1798	-1497
MA Min.	-1607	-1712	-1102
MA, 10th	-1504	-1386.50	- 907
MA Max.	-1519	-1459.50	- 870
Sched. Max.	-1277	-1514.50	- 569

The Board developed a series of exhibits showing how teachers in the steps will have fared in the period from 1978-79 to 1982-83. Teachers were taken at a given lane and step in the lane; then their progress in the lanes with accompanying salaries and percentage increases thereof were related to the change in the CPI.

TABLE XXI

PERCENTAGE INCREASES IN WAGES AND BENEFITS, 1978-79 TO 1982-83
TO PERCENTAGE INCREASES IN THE CPI-W FOR TEACHERS AT
SELECTED STEPS IN SELECTED LANES AND COMPARISON

<u>Item</u>	<u>Lane and Steps</u>			
	<u>BA Base to 5</u>	<u>BA 4 thru 8</u>	<u>MA Base to 5</u>	<u>MA 11 thru 15</u>
% Increase in wages 1978-79 to 1981-82	36.7	37.1	39.8	42.1
% Increase in wages and benefits, 1978-79 to 1981-82	39.6	39.3	43.3	43.5
% Increase in CPI 1978-79 to 1981-82	32.0	32.0	32.0	32.0
% Increase in 1982-83 for wages and benefits				
Board	9.9	9.5	10.2	9.7
Association	12.2	11.3	13.3	12.3

Board Exhibit 33 showed the CPI-W to have stood at 291.8 in July 1982, an annual increase of 6.3%; and at 292.4 in August 1982, or an annual increase of 5.8%, and at 292.0, an annual increase of 3.9% in December 1982.

The Association's Position. As noted earlier, the Association states that benchmarks are more reliable in determining the cost of living than the CPI, and it has cited seven Wisconsin arbitrators to this effect, some being more positive on the point than others. The Association also notes that it has been losing with respect to the increases in the CPI and with respect to Seymour salaries, and its proposal would catch up in this situation.

The Association objects to the Board's exhibits relative to the CPI, pointing that the exhibits deal with teachers moving through the schedule, who are still serving their "apprenticeship". The Association states that the only true wage is at the top of the schedule where no "training" increases are to be had. People at the top have lost purchasing power as shown in the Association's exhibits. In this sense the Association holds that the CPI supports the Association offer.

The Board's Position. The Board says its wage and benefit offer exceeds the increases in the Consumer Price Index. It notes that several arbitrators have used this factor in their awards. The Board notes that the CPI-U and CPI-W both stood at 3.9% in December 1982 and at 5.9% and 5.8% respectively in August 1982 for annual increases, whereas the Board is offering an 8.2% increase and the Association is offering an 11.1% increase. The Board states that its offer for the first 95 days would produce an increase of 3.9% which is the precise rate of increase in the CPI from December 1981 to December 1982. The Board's total increase of 8.2% significantly exceeds the rate of inflation, whereas the Association offer is almost three times the current rate of inflation with a package increase of 11.1%. The Board cites arbitral concern about double digit percentage increases.

The Board asserts that its Exhibits 34 through 37 show the wages and primary benefits obtained by Pulaski teachers since 1978-79 and show that wages and benefit increases afforded Pulaski teachers have exceeded the CPI. In developing the exhibits, actual staff were used for examples.

The Board objects to Association Exhibits 46 through 52 (Table XX). The information developed in these exhibits failed to account for the fact that teachers move through the salary schedule and receive increments in doing so. The increment must be included.

The Board also states that the Consumer Price Index includes insurance costs, but the District provides for such costs to teachers.

The Board says that its final offer more nearly matches the inflation rate and that it also reflects a downtrend in inflation indices, but yet it offers the teachers a total package increase which outstrips the inflation rate.

Discussion. The arbitrator believes that the appropriate index to consider here for comparing the wage and package offers is the annual change in the cost of living that was in effect at the month before the new schedule would have been in effect. This was August 1982. The CPI-W increase was at 5.18% at that time. Using this figure as the standard, the Board's offer for wage and package increases more nearly meets the standard of reasonable conformance.

Concerning the methods the parties used to demonstrate the greater reasonableness of their offers under the factor of changes in the cost of living, this arbitrator believes that the best method of determination is using the overall package for costs of the offers. Other methods have limited usefulness. The Association method here as showing the decline in the purchasing power of the dollars offered at a given cell over the year is useful only in showing the erosion of teacher's purchasing power at those steps. It does not relate to the experience of all teachers as a whole group, nor to all the experiences of individual teachers. Also, using the experience of individual teachers moving through the steps as the Board did, does not also reveal the total experience of a group nor the true cost to the Board. Teachers going through the schedule are usually likely to receive higher increases than the teachers at the top or off the schedule. Thus the best method to show how matters relate to the cost of living is to judge the overall effort required by the Employer to meet either offer, without concentrating on some specific segment, or on what specific individuals will be getting. Under this method, the Board's offer meets the statutory criterion of the change in the cost of living more closely.

XV. WAGES - INTERNAL COMPARISON. Board Exhibit 52 yielded the following information about settlement in Pulaski schools for 1982-83:

TABLE XXII

<u>Group</u>	<u>Settlement Increases</u> <u>%</u>
Administrative	7.0
Administrative Clerical	7.0
Clerical	8.0
Food Service	7.0
Custodial	7.0
Bus Drivers	7.0

No other information was furnished. The conclusion of the arbitrator is that the wage settlement of the Board is more comparable to these settlements.

XVI. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS. The CPI-W for February 1983 stood at 292.3, a 0.1% increase above the previous month and a 3.3% increase over the index of February 1982. This factor favors the Board's offer.

XVII. INTERESTS AND WELFARE OF THE PUBLIC AND THE ABILITY OF THE EMPLOYER TO MEET THE COSTS. The parties have developed an extensive number of exhibits and elicited testimony on the ability of the public to meet the costs. A recitation of some of the Board's documents and evidence shall be given first since it stresses this point.

A freeze on wages for three years between the Teamsters Union and the trucking industry was announced on March 1, 1982 (Bd. Ex. 10).

A GM contract was agreed to in March 1982 which froze wages, gave up nine personal holidays and deferred cost of living allowances for one quarter (Bd. Ex. 11)

Settlements in industries covering 1000 or more workers for the first nine months of 1982 were at 3.8% for the first year and 3.5% annually over the life of the agreements (Bd. Ex. 12A).

Business in Wisconsin for 1981 was reported as not good in the Milwaukee Journal, June 20, 1982 (Bd. Ex. 13). Business failures were reported at a 50 year high in the Leader Telegram, August 28, 1982 (Bd. Ex. 14).

It was reported in the Wisconsin Farmer that the National Farmers Union was asking for a farm foreclosure moratorium in March 1982 (Bd. Ex. 15). Farm financial conditions were reported deteriorating in March 1982 (Bd. Ex. 16). A similar report was found in Time, April 12, 1982 (Bd. Ex. 17). Other accounts of farm distress, including such a condition in Wisconsin, were put in evidence (Bd. Exs. 18, 19, 20, 21 and 22).

Board Exhibit 23 was a report, "Wisconsin Employment and Compensation Survey" of the Public Expenditure Research Foundation, Inc., for August 1982. This document reported in some length on downtrends in Wisconsin industry with one objective for the report of having wage settlements and arbitration awards reflect current conditions in the private sector.

Board Exhibit 24 reported a decrease in the average workweek in Wisconsin of 0.8% in August 1982, and at the same time a decrease in farm prices of -1.4% and a decrease in manufacturing employment of 10.8%. Board Exhibit 25 was an article from U.S. News and World Report, July 26, 1982, reporting belt tightening for public employees. Board Exhibit 26 was an article from Time, October 18, 1982, reporting that teachers had to settle for less wages. Board Exhibit 27 reported unemployment rates in the counties of Brown, Shawano and Oconto in which parts of the Pulaski school district lie. For August 1982 the unemployment rates for the respective counties were 9.2%, 7.1% and 11.8%. For November 1982 the figures were 9.3%, 9.0% and 12.3% respectively. According to an AP newswriter, unemployment was expected to remain high in 1983 (Bd. Ex. 28).

Board Exhibit 29 A-AA was a document prepared by Robert E. Lee & Associates, Inc., Green Bay, Wisconsin, as a "Pre-Application-Economic Conditions-Single Purpose Grant Request-\$169,000" to the Community Development Block Grant Small Cities Program on behalf of the Village of Pulaski. The request was dated March 31, 1981. Page 4-2(b) (Ex. 29V) reports a decline in manufacturing in the Village of Pulaski of 579 positions, from a high of 738 in 1978 to 159 in 1980. The manufacturing tax base declined from \$6,848,360 in 1978 to \$2,742,710 in 1981.

The Board reported that free lunch applications for students were at the number of 244 in May 1982 and were at 281 in December 1982. Reduced price lunch applications were at 150 in May 1982 and reached 201 in December 1982 (Bd. Ex. 30).

Testimony was given in the hearing by local business people that employment was down and that conditions did not seem to be improving although there were about 50 new jobs.

At the public hearing at which 141 people attended, three persons who were farmers spoke and expressed opposition to the Association request and a general dissatisfaction with taxes. Some directly stated that farm income had gone down. Other persons from the audience, however, supported quality education and favored the Association offer as helping that end.

The Association has basically objected to the news and magazine articles submitted by the Board as constituting hearsay, but since the arbitrator had announced he would accept them for what they were worth, the Association introduced some of its own exhibits of this nature. These included a report from Consumers Union, June 1982, "Milk - Could it Cost Less?" The report was critical of milk price supports for raising the cost of milk (Assn. Ex. 63). A similar account was given in Changing Times, March 1982 (Assn. Ex. 64). An article, "The Farmer on the Dole" in HARPER'S, October 1982, contends that farmers are highly prosperous and that farm income is not declining and that farmers enjoy substantial federal subsidies (Assn. Ex. 65). Association Exhibit 66 was a photocopy of a picture from the November 28, 1982, Green Bay Press Gazette, showing a cow which was sold for \$1,025,000.

Testimony was given at the hearing by a teacher whose children are eligible for a reduced lunch price, and it was estimated that perhaps as many as five teachers' families so qualified.

Position of the Board. The Board's most emphasized argument is that its offer is the appropriate offer in wages and total compensation based on the interests and welfare of the public. Again the Board states that arbitrators are now giving this criterion more weight. The Board says that its exhibits have shown that Wisconsin corporations were affected already in 1981 and no improvement is projected. In the Pulaski District, the Northern Shoe Company shut down in 1979, and the firm, Pickle-Rite, closed in 1981. The testimony of the chairman of the Pulaski Economic Development Committee said that a car dealership and farm machinery dealership in Pulaski closed. High unemployment rates have thus resulted in Brown, Shawano and Oconto Counties and no improvement is projected.

In Pulaski from 1978 to 1980 579 jobs or 78% of the manufacturing jobs were lost. The Board also relies on evidence found in its other exhibits on the economy. These shall not be repeated here. However, it notes that in the testimony at the arbitration hearing, Mr. Tim Grygiel, manager of a canning company, said that while his employees got a 9% wage increase in 1982, they will be receiving no wage increase for 1983. Also the company laid off 14 of 27 year-round employees.

The Board particularly stresses the drop in farm income as shown by its exhibits, and the drop in the manufacturing base of the Village. It says that in the face of all of this, its offer of 8.2% strikes a responsible balance between public interest and the needs of the District's teaching employees.

The Board also contends that Pulaski teachers are not addressing economic reality when they contend that private sector employees are suffering less than the teachers.

Position of the Association. The Association contends that the Board is painting a picture of national gloom and doom which it is extending to the Pulaski District. However it should be remembered that the Village of Pulaski constitutes only a very small part of the entire Pulaski District which extends into three counties. Further as far as the comparison of teachers with autoworkers, teachers do not have fringes, like COLA, guaranteed income stream or supplemental unemployment benefits.

The Association in its brief introduced information from the Bureau of National Affairs, Inc., on a Ford-UAW contract re-opener. The Board objects to this as being new evidence. The Association also challenges the contention that farmers have suffered greatly. These challenges are found in the Association's exhibits on milk price and agricultural supports.

Discussion. A critical part of the arbitration here revolves around the question of whether the Pulaski District is so adversely affected economically that a full catch-up as proposed by the Association should be deferred and only the partial catch-up as proposed by the Board should be accepted. The arbitrator has not found the oral arguments made by farmers sufficiently convincing, nor the claim in the Board's exhibits that farmers are hurting buttressed enough to establish the case for the Board on this point. Undoubtedly some farmers are hurting, but the case as applying particularly to the counties involved was not established by the testimony in the public hearing or the Board's exhibits. What does establish the Board's case on this factor is the evidence found in Board Exhibits 27, 29 and 30. These establish that there are or recently have been high unemployment rates in the counties involved, that the Village of Pulaski has experienced a drastic loss of manufacturing jobs since 1978 and that there is an increase in people seeking free or reduced price school lunches for children.

Against this must be weighed the fact that some teachers themselves are also in low income brackets. However, the net effect of the evidence supports the Board's contention that where the whole community is considered, the Board's position on partial catch-up, but with a significant percentage increase, is the more reasonable offer under the economic conditions prevailing in the Pulaski District.

XVIII. OTHER FACTORS. The arbitrator perceives no other factors customarily considered to be addressed here.

XIX. SUMMARY. The following is a summary of the opinions and conclusions of the arbitrator.

1. There is no question here as to the authority of the Board to meet either offer.

2. The parties have stipulated to all other matters.

3. As to salary, there is in the Pulaski District a need for a catch-up to other comparable districts. Both sides agree to the use of the Bay Athletic Conference for comparable districts. The arbitrator considers the Seymour special comparison by the Board to be of secondary value.

4. As to wages, the arbitrator concludes that the average wage increase of the Board offer does not meet the test of comparability. However the severity of this lack of comparability is mitigated by the character of the Board's end rate which would put the District in a competitive position for future bargaining.

5. The position of Pulaski in relation to the comparable districts and their status in relation to state-wide salary averages indicates a need for a catch-up.

6. The longevity proposal of the Association meets the test of comparability with comparable districts.

7. The arbitrator concludes basically that a catch-up situation has existed in Pulaski, that the Association offer with longevity more nearly meets the factor of comparability both with the comparable districts and with Seymour. However the District has made a significant effort in a partial catch-up with its end rate.

8. The Board's offer in percentage increase of wages and total package more nearly meets the statutory factor of cost of living changes.

9. The Board's offer more nearly meets the statutory factor of comparison with wage increases experienced by the Board's other employees.

10. The changes in the CPI-W as announced for February 1983 during the pendency of this matter supports the Board's offer.

11. The arbitrator considers that the Board has the ability to meet either offer.

12. As to the factor of the interests and welfare of the public, the arbitrator finds that an adverse economic situation exists in the form of unemployment in counties served by the school district and in the Village of Pulaski, and this supports the Board's contention that the interest and welfare of the community make the Board's offer with a partial catch-up and significant percentage increase the more reasonable offer under this factor.

13. Of the foregoing matters, the weight on comparability on wages which falls to the Association, the weight of the changes in the cost of living and the weight of the factor of the interest and welfare of the public which fall to the Board are the most significant matters. The arbitrator is of the opinion that the latter two matters taken together are the more weighty matters and therefore makes the following award:

XX. AWARD. The contract provisions which are disputed in the 1982-83 agreement between the Pulaski Education Association and the Pulaski School District shall be those of the District.

Frank P. Zeidler

FRANK P. ZEIDLER
MEDIATOR/ARBITRATOR

DATE April 14, 1983