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WISCOMEN EMPLOYMENT RELATIONS CONTRIBSION

In the Matter of the Petition of:

WEST DE PERE SCHOOL DISTRICT

to Initiate Mediation/Arbitration between said Petitioner

Decision No. 23687-A

-and-

WEST DE PERE EDUCATION ASSOCIATION

Appearances: Ronald J. Bacon, Executive Director, United Northeast Educators, for the Association.

Dennis W. Rader, Attorney at Law, for the Employer.

West De Pere School District, hereinafter referred to as the Employer, filed a petition on May 5, 1986 with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein it alleged that an impasse existed between it and the West De Pere Education Association, hereinafter referred to as the Association, in their collective bargaining. It requested the Commission to initiate mediation/arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. A member of the Commission staff conducted an investigation into the matter and submitted a report.

The Association is a labor organization maintaining offices in Green Bay, Wisconsin, and the Employer is a municipal employer maintaining its offices at De Pere, Wisconsin. At all times material herein, the Association has been and is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all regular full-time and part-time nonsupervisory certified professional teaching personnel. Employer and the Association have been parties to a collective bargaining agreement covering the wages, hours and working conditions of employees in the bargaining unit and that agreement expired on June 30, 1986. The parties exchanged their initial proposals on matters to be included in the new collective bargaining agreement and they met on four occasions in efforts to reach an accord. The Commission staff member conducted his investigation on May 20, 1986 and determined that the parties were deadlocked in their negotiations. On May 20, 1986 the parties submitted their final offers as well as a stipulation on matters agreed upon. The investigation was closed and the Commission was advised that the parties remained at impasse.

The Commission concluded that the parties have complied with the procedures set forth in Sec. 111.70(4)(cm) of the Municipal Employment Relations Act and that an impasse existed between them with respect to negotiations leading toward a new collective bargaining agreement covering wages, hours and conditions of employment affecting employees in the bargaining unit. The Commission ordered that mediation/arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse existing between the parties. Upon being advised that the parties had selected Zel S. Rice II of Sparta, Wisconsin as the Mediator/Arbitrator, the Commission issued an order on June 16, 1986 appointing him as the Mediator/Arbitrator to mediate the issues in dispute and should such endeavor not result in a resolution of the impasse to issue a final and binding award to resolve the impasse by selecting either the total final offer of the Association or the total final offer of the Employer.

The final offer of the Association, attached hereto and marked Exhibit A, proposes that the salary schedule be amended to add an MA+36 lane with a multiplying factor of 1.20 at each step. The base salary of the schedule would be \$17,100.00 and the longevity multiplier would be 1.25. The proposal provides that teachers would be paid \$11.25 per period or equivalent time in the event they voluntered to serve as a substitute for an absent teacher and accepted an

administrator's request to do so. Appendix B would be amended to provide a cocurricular base salary of \$1,200.00. The Employer's final offer, attached hereto and marked Exhibit B, proposes that the base salary of the existing salary schedule be increased to \$16,660.00 and the co-curricular base salary be increased to \$1,160.00. The hourly rate for summer school, drivers education, in house substitution and freshman orientation would be increased to \$11.60 an hour. The Association's proposal would result in a 9.06 percent increase in salary cost for the Employer and the Employer's proposal would result in a 6.28 percent increase.

The parties met with the Mediator/Arbitrator on August 22, 1986 and an attempt to mediate the dispute was made. Some movement was made by each of the parties but after a few hours neither of them could modify their offer to the degree necessary to reach agreement. Accordingly, the Arbitrator declared the mediation phase of the proceeding at an end. The Arbitration phase commenced and the parties were given an opportunity to present evidence.

The Association's salary proposal with a base of \$17,100.00 would result in a salary cost of \$3,180,520.00. Co-curricular costs would be \$78,084.00 and the payments to unit leaders and department chairmen would total \$6,480.00 and \$3,687.00 respectively. The cost of in-house substitutes would be \$2,652.00 and the cost of personal days would be \$4,029.00. The total salary cost resulting from the Association's proposal would be \$3,275,452.00. This compares with the 1985-86 salary cost of \$3,013,111.00 and results in an increase of \$262,341.00 or 8.71 percent. The Employer's 1986-87 health insurance cost would be \$186,921.00 and its dental insurance premium would total \$50,412.00. The Employer's contribution toward retirement would be \$406,156.00 and its FICA cost would be \$234,195.00. The long term disability premium would be \$31,837.00 for a total fringe benefit cost of \$909,522.00. The 1985-86 total fringe benefit cost was \$824,161.00. The 1986-87 increase is \$85,361.00 or 10.36 percent. The Association's proposal would have a total salary and fringe benefit cost of \$4,184,974.00. The 1985-86 total salary and fringe benefit cost was \$3,837,271.00. The Association's proposal would result in an increase in the total salary and fringe benefit cost of \$347,702.00 or 9.06 percent.

The Employer's proposal would result in a salary cost for the 1986-87 school year of \$3,095,184.00. The 1985-86 salary cost was \$2,925,419.00 and the Employer's proposal represents an increase of \$169,765.00 or 5.8 percent. The Employer's proposal would result in co-curricular costs of \$75,481.00. The cost of payments to unit leaders and department chairmen would be \$6,264.00 and 3,687.00 respectively. The cost of in house substitutes would be \$2,366.00 and personal days would cost the Employer \$4,029.00. The total salary cost that would result if the Employer's final offer was implemented would be \$3,187,011.00. The Employer's proposal would increase the salary cost by \$173,900.00 or 5.77 percent. The 1986-87 cost of health insurance and dental insurance resulting from the Employer's final offer would be the same as the cost of the Association's proposal. The Employer's proposal would result in retirement costs for the 1986-87 school year of \$395,189.00 and its FICA cost would be \$227,871.00. The longevity and long term disability costs of the Employer under its offer would be \$30,978.00. The total fringe benefit cost resulting from the Employer's final offer would be \$891,372.00. The 1985-86 agreement between the parties had a fringe benefit cost of \$824,161.00. The Employer's proposal would increase that cost by \$67,211.00 for the 1986-87 school year or 8.16 percent. The Employer's total cost of salaries and fringe benefits would be \$4,078,383.00. The increase in cost of salaries and fringe benefits resulting from the Employer's 1986-87 proposal would be \$241,112.00 or 6.28 percent.

The Employer is a member of the Bay Conference, hereinafter referred to as Comparable Group A, consisting of Ashwaubenon, Clintonville, De Pere, Howard-Suamico, Marinette, New London, Pulaski, Seymour, Shawano and West De Pere. The fulltime equivalent faculty in Comparable Group A during the 1984-85 school year range from a low of 93 at Clintonville to a high of 162 at Ashwaubenon. The Employer's fulltime equivalent faculty that year was 102. The enrollments in Comparable Group A during the 1984-85 school year ranged from a

low of 1,380 at Clintonville to a high of 2,962 at Ashwaubenon. The Employer's enrollment that year was 1,641. The per pupil cost in Comparable Group A for the 1983-84 school year ranged from a low of \$2,633.00 at New London to a high of \$3,447.00 at De Pere. The Employer's cost per pupil that year was \$2,688.00. The state aid per pupil in Comparable Group A during the 1983-84 school year ranged from a low of \$969.00 at Shawano to a high of \$1,654.00 at Marinette. The Employer's state aid per pupil that year was \$1,337.00. The equalized valuation in Comparable Group A during the 1983-84 school year ranged from a low of \$105,981.00 at Howard-Suamico to a high of \$183,830.00 at Shawano. The Employer's equalized valuation that year was \$142,748.00. The enrollments in Comparable Group A ranged from a low of 1,476 at Clintonville to a high of 2,527 at Howard-Suamico. The Employer's enrollment that year was 1,715 students. The levy rate in the 1983-84 school year in Comparable Group A ranged from the Employer's low of 9.46 to a high of 13.44 at De Pere.

The Association relies on another comparable group consisting of the school districts of Ashwaubenon, Marinette, New London, West De Pere and De Pere, hereinafter referred to as Comparable Group B. The dollar increase in Comparable Group B at the BA minimum salary for the 1985-86 school year compared to the 1981-82 school year ranged from a low of \$3,030.00 for the Employer and De Pere to a high of \$4,445.00 at Ashwaubenon. The average increase in Comparable Group B was \$3,530.00. The dollar increase at the BA maximum in that same period ranged from a low of \$4,704.00 at De Pere to a high of \$5,577.00 at Marinette and the average was \$5,046.00. The Employer's increase in that period was \$4,728.00. The dollar increase at the MA minimum between the 1981-82 school year and the 1985-86 school year for Comparable Group B ranged from the Employer's low of \$3,573.00 to the high at Ashwaubenon of \$4,902.00 and the average was \$4,011.00. The dollar increase at the MA maximum in Comparable Group B for that period ranged from the Employer's low of \$5,766.00 to a high of \$6,912.00 at Ashwaubenon and the average was \$6,251.00. The dollar increase at the schedule maximum in Comparable Group B between the 1981-82 school year and the 1985-86 school year ranged from a low of \$6,915.00 at Marinette to the Employer's high of \$8,100.00 and the average was \$7,383.00. The dollar increase at the BA 7 step in Comparable Group B for that period ranged from the Employer's low of \$3,846.00 to a high of \$5,093.00 at Ashwaubenon and the average was \$4,300.00. The dollar increase at the MA 10 step in Comparable Group B for that period ranged from the Employer's low of \$5,194.00 to a high of \$7,062.00 at Ashwaubenon and the average was \$5,710.00.

The historical ranking in Comparable Group A of the Employer's BA minimum salary was second in the 1981-82 school year and it has ranked third each year since then including the 1985-86 school year. The historical ranking in Comparable Group A of the Employer's BA maximum has been first every year since the 1981-82 school year. Its MA minimum salary was third in the 1981-82 school year, second in the 1982-83 school year, third in the 1983-84 school year and has ranked fourth since then. The Employer's MA maximum salary has ranked second in Comparable Group A for every year since the 1981-82 school year up to and including the 1985-86 school year. The Employer's schedule maximum ranked fifth in Comparable Group A in the 1981-82 school year. It improved to third in the 1982-83 school year, declined to fourth in the 1983-84 school year and has ranked third for the two years since then. The Employer's BA 7th step ranking in Comparable Group A was third in the 1981-82 school year and ranked fourth for the next three years. In the 1985-86 school year it regained its rank of third in Comparable Group A. The Employer's MA 10th step salary has ranked second in Comparable Group A for each year since the 1981-82 school year.

There are only three settlements in Comparable Group A for the 1985-86 school year. The high is at Marinette where there was an agreement that provided an average increase of \$2,045.00 for each returning teacher. Howard-Suamico reached agreement on a \$1,552.00 average increase per teacher. New London reached agreement on a \$1,442.00 average increase in salary per teacher plus full retirement, the WEAC Trust Insurances and 55 year early retirement after ten years. The Northeastern Wisconsin Technical Institute professional staff reached a 1986-87 agreement that provided an average increase of \$2,054.00

per teacher. That agreement was reached in April of 1985. On a statewide basis, 71 districts have reached agreement on a 1986-87 settlement and dollar increases at the benchmarks range from \$1,150.00 at the BA minimum to \$2,129.00 at the schedule maximum. The average dollar increase per returning teacher is \$2,198.00. The Howard-Suamico salary cost increased 6.037 percent for the 1986-87 school year and the average increase per teacher was \$1,551.00. The average salary was \$27,228.00 and the cost of the total package increased 6.426 percent.

The Employer has given its administrative staff increases for the 1986-87 school year ranging from a low of \$1,885.00 to a high of \$2,610.00. The percentage increases for the administrative staff ranged from a low of 4.94 percent to a high of 5.38 percent. The average salary increase was \$2,244.00 or 5.2 percent. The health insurance and dental insurance premiums of the Employer increased from \$225,490.00 in the 1985-86 school year to \$245,653.00 in the 1986-87 school year. That was an increase of \$20,163.00 or 8.94 percent. Five percent of the family health insurance premium is paid by the employee.

During the period from the 1976-77 school year to the 1985-86 school year, the Consumer Price Index increased from 175.3 to 324.3. During that same period, the Employer's BA minimum salary increased from \$9,950.00 to \$16,055.00. Its BA maximum salary increased from \$15,476.00 to \$25,043.00. The Employer's MA minimum salary increased from \$10,945.00 to \$17,901.00. The Employer's MA maximum salary increased from \$18,109.00 to \$29,538.00 and the schedule maximum salary increased from \$18,548.00 to \$32,044.00. During the period from the 1976-77 school year to the 1985-86 school year, the Employer's BA minimum salary lost \$1,191.00 to inflation. Its BA maximum salary lost \$1,782.00 to inflation and the MA minimum salary lost \$1,070.00. The MA maximum salary lost \$1,850.00 to inflation and the schedule maximum salary gained \$295.00.

The Green Bay School District 1985-86 BA minimum salary was \$17,050.00. Its BA maximum was \$27,280.00 and its MA minimum was \$18,414.00. The Green Bay School District's MA maximum was \$30,690.00 in the 1985-86 school year and the schedule maximum was \$32,225.00. The BA 7th step was \$23,018.00 and the MA 10th step was \$28,644.00. Green Bay's career BA salary totaled \$624,033.00 and its career MA salary totaled \$675,012.00. During the period from the 1978-79 school year to the 1985-86 school year the July Consumer Price Index increased from 196.7 to 319.1. The total of the percentage increases was 50.60 percent. A teacher at the BA beginning step in the 1978-79 school year received a salary of \$10,625.00. By the 1985-86 school year, that teacher would have progressed to the BA step 7 level of the salary schedule and would have received increases totaling 72.45 percent and the salary would be \$21,157.00. A teacher in the BA +12 lane with five years of experience was receiving \$13,515.00 during the 1978-79 school year. By the 1985-86 school year, that teacher would have received increases totaling 70.51 percent and the salary would be \$26,439.00. teacher at step 8 of the BA +30 lane was receiving \$15,993.00 in the 1978-79 school year. By the 1985-86 school year, that teacher had received salary increases totaling 62.43 percent and his salary was \$29,032.00. A teacher at the beginning step of the MA lane received \$11,688.00 in the 1978-79 school year. By the 1985-86 school year, that teacher had received increases totaling 77.91 percent and his salary would be \$24,449.00. A teacher at the sixth step of the MA +12 lane received \$15,687.00 in the 1978-79 school year and by the 1985-86 school year he had received increases totaling 69.67 percent. His salary in the 1985-86 school year was \$30,445.00.

During the period from January of 1985 to July of 1986, the Urban Wage Earners and Clerical Workers Consumer Price Index increased from 312.6 to 322.9. That was an increase of almost 3.3 percent for the nineteen month period. During that same time period, the rate of the annual increase declined from 3.3 percent to 1.2 percent. The All Urban Consumer Price Index increased from 316.1 to 328.0 in that same nineteen month period and that was slightly more than 3.7 percent. During that same period, the rate of the annual increase declined from 3.6 percent to 1.6 percent.

During the 1985-86 school year, the number of full-time equivalent teachers in Comparable Group A ranged from a low of 92.35 at Clintonville to a high of 164.34 at Ashwaubenon and the Employer had 101.8 fulltime equivalent teachers. The 1985-86 enrollments in Comparable Group A ranged from a low of 1,453 at Clintonville to a high of 3,004 at Ashwaubenon and the Employer's enrollment was 1,669. The 1985-86 state aid per pupil in Comparable Group A ranged from a low of \$943.48 at Shawano to a high of \$1,695.86 at Howard-Suamico. The Employer's state aid per pupil in the 1985-86 school year was \$1,184.22. The equalized value per pupil in Comparable Group A during the 1985-86 school year ranged from a low of \$109,370.00 at Marinette to a high of \$186,270.00 at Shawano. Employer's equalized value per pupil was \$159,573.00. New London, Pulaski, Howard-Suamico and Seymour are the only school districts in Comparable Group A that have reached agreement on 1986-87 salaries. The BA minimums at New London and Pulaski are \$16,950.00 and \$16,900.00 respectively. Seymour's agreement provides a salary of \$16,850.00 for the BA minimum and Howard-Suamico will pay \$16,686.00. The Employer proposes for 1986-87 a BA minimum of \$16,660.00 and the Association proposes \$17,100.00. The BA maximum for 1986-87 for those four schools that have reached agreement or tentative agreement range from a low of \$25,563.00 at Pulaski to a high of \$26,442.00 at Marinette. The Employer proposes a BA maximum for 1986-87 of \$25,986.00 and Association proposes \$26,673.00. The MA minimums among those four schools for 1986-87 range from a low of \$17,988.00 at Howard-Suamico to a high of \$19,023.00 at Marinette. The Employer proposes to pay an MA minimum of \$18,576.00 and the Association proposes \$19,067.00. The 1986-87 MA maximum among the four schools in Comparable Group A that have reached agreement range from a low of \$29,488.00 at Seymour to a high of \$30,385.00 at New London. The Employer proposes an MA maximum of \$30,651.00 and the Association proposes \$31,461.00. The schedule maximum for those schools ranges from a low of \$30,162.00 at Seymour to a high of \$32,864.00 at New London. The Employer proposes a schedule maximum of \$33,667.00 and the Association proposes \$36,402.00.

The longevity plans among the four schools are quite different. Seymour pays \$125.00 for each year of service above the schedule to a maximum of \$1,000.00. New London pays 1 percent at the top of the MA lanes only. Marinette pays employees at the top of the schedule 5 percent of the top step in the BA column. HowardSuamico pays 1 percent of the BA base for each year of service above the schedule to those employees who have BA's. Employees who have MA's receive 2 percent of the BA base for each year above the schedule. Employer pays longevity of 1.25 percent of the BA base for the BA and BA +12 lanes after 14 years. Employees in the BA +24 and the BA +30 columns receive 1.25 percent of the BA base after seventeen years. Employees in the BA +45 to the MA +30 columns receive 1.25 percent of the BA base after twenty years. the 1985-86 school year, Ashwaubenon paid 1 percent of the base for each year of service beyond the salary schedule. Clintonville paid \$350.00 for all teachers above the last step on the salary schedule. De Pere paid 1.25 percent of the BA base after fourteen years to employees at the BA and BA +8 column. Those employees in the BA +15 and the BA +24 columns received 1.25 percent after seventeen years and employees at the BA +30 and MA lanes received 1.25 percent of the BA base after twenty-two years. Pulaski pays \$100.00 per year for each year of service above the schedule maximum to a maximum of \$400.00 for the BA lanes and for the MA lanes the payments are the same to a maximum of \$700.00. Shawano was the only school in Comparable Group A that did not have a longevity payment in the 1985-86 school year.

The average increase per teacher among the four school districts in Comparable Group A that have reached agreement for the 1986-87 school year were \$1,551.00 at Howard-Suamico, \$2,063.00 at Marinette, \$1,422.00 at New London and \$1,591.00 at Seymour. The percentage increases in wages were 6.04 percent at HowardSuamico, 7.76 percent at Marinette, 5.67 percent at New London and 6.70 percent at Seymour. The percentage increases in total compensation were 6.43 percent at HowardSuamico, 7.66 percent at Marinette, 6.80 percent at New London and 7.50 percent at Seymour. The Employer proposes a 1986-87 average increase per teacher of \$1,546.00 and that is an increase of 5.80 percent and increases the Employer's total compensation costs by 6.28 percent. The Association propo-

ses an average increase per teacher of \$2,323.00 and that is an 8.72 percent increase and results in an increase in total compensation of 9.06 percent. In the 1985-86 school year, the average increases per teacher in Comparable Group A ranged from a low of \$1,835.00 at Seymour to a high of \$2,172.00 at Ashwaubenon. The Employer's 1985-86 average increase per teacher was \$2,046.00. The percentage increases that year ranged from a low of 7.63 percent at Ashwaubenon to a high of 9.4 percent at Pulaski and the Employer gave an 8.37 percent increase. The increase in total compensation in the Comparable Group that year ranged from a low of 7.70 percent at Marinette to a high of 9.92 percent at Pulaski and the Employer's total compensation increased to 8.39 percent. The police and fire employees of the City of De Pere reached agreement on 5 percent increases in both 1986 and 1987. Brown County gave its employees a 4 percent increase in 1986 and agreement has not been reached for 1987. Outagamie County gave all of its employees a 3 percent increase in 1986 except its law enforcement employees and it has not reached agreement with them. Outagamie County gave its courthouse employees a 2.6 percent increase for 1987. Its social service professionals received an increase of 2.8 percent and its nonprofessionals received a 3 percent increase. Highway employees received a 3 percent increase and the law enforcement employees have not reached agreement on wages for 1987.

The number of salary schedule lanes in Comparable Group A range from three BA lanes and two MA lanes at Shawano to five BA lanes and five MA lanes at De Pere. Both the Employer and the Association propose six BA lanes for the 1986-87 school year. The Employer proposes a continuation of the four MA lanes for 1986-87 and the Union would increase the number of MA lanes to five by adding a new MA +36 lane. Six teachers would be eligible for the 1986-87 school year. The additional cost of the MA +36 lane would be \$14,005.00 plus 20 percent for Social Security and retirement. The Employer's 1985-86 lane changes costs total \$27,305.00 in salary alone.

In the 1985-86 school year, the Employer's co-curricular base was \$1,125.00 and the hourly rate was \$11.25. The Employer proposes a co-curricular base of \$1,160.00 and an hourly rate of \$11.60 for 1986-87 while the Association proposes a \$1,200.00 co-curricular base and a \$13.00 hourly rate. The 1985-86 drivers education rate in Comparable Group A ranged from a low of \$10.00 an hour at Clintonville to a high of \$12.75 at Ashwaubenon. The in house substitute pay ranged from a low of \$9.50 an hour at Shawano to a high of \$12.75 per hour at Ashwaubenon. The summer employment hourly rate at Ashwaubenon in the 1985-86 school year was \$12.75 per hour. Clintonville prorated the daily salary and De Pere paid an hourly rate ranging from \$11.36 per hour to \$15.50 per hour depending upon experience. HowardSuamico and Marinette paid a percentage of the pro rata daily rate and New London paid 1/187th of the annual base salary. Shawano paid 70 percent of an individual's rate of pay on the regular salary schedule.

Proctor & Gamble Paper Products in Green Bay reached agreement with its employees giving them a \$500.00 signing bonus and increases of 3.5 percent in both 1987 and 1988. Sixty percent of a quarter million workers covered by labor contracts signed in the first three months of 1986 accepted freezes or cuts in wages.

ASSOCIATION'S POSITION

The Association asserts that neither inability to pay nor comparatively lesser ability to pay was argued by the Employer. It points out that the 1983-84 levy rate data shows the Employer to have the lowest levy rate in the Comparable Group. The Association notes that the Employer's proposal of a 3.77 percent increase per cell was lower than the 4 percent increase given Brown County employees in 1986 and less than the 5 percent increases given the City of De Pere police and fire units in 1986 and 1987. It points out that the Employer granted its administrators increases ranging from 4.94 percent to 5.38 percent and takes the position that teachers should receive similar increases. The Association points out that the Employer's salaries have eroded significantly at

all but one of the benchmarks since the 1978-79 school year. It asserts that the historical erosion in the Employer's salaries as compared to the Consumer Price Index more than offsets the fact that the Employer's proposal is higher than the current increase in the cost of living. The Association takes the position that the cost of living factor standing by itself does not justify the selection of the Employer's final offer in this dispute. It contends that the methodology used in designating the value of private sector settlements differs so dramatically from that used in teacher bargaining that a comparison of private sector increases is meaningless. The Association contends that the Brown County increases are not applicable because they are for the calendar year 1986 and none of the bargaining units have settled for 1987. It contends that the Employer did not provide all the Brown County settlements for 1986. The Association argues that the Brown County settlements are benchmark increases and exceed the Employer's offer of a 3.77 rate adjustment. It contends that the City of De Pere police and fire settlement of 5 percent for 1986 and 5 percent for 1987 fall halfway between its final offer of 6.5 percent per cell and the Employer's final offer of 3.77 percent per cell.

The Association argues that no clear cut pattern exists in the Comparable Group. It contends that the Marinette settlement of 6.1 percent per cell supports its offer and the Howard-Suamico agreement supports the Employer's proposal. The Association argues that the Seymour settlement of 4.9 percent falls midway between the two offers. The Association concedes that the 4.4 percent settlement at New London more nearly approaches the Employer's final offer, but argues that settlement obtained full retirement language and early retirement commencing at 55 plus a change in the insurance carrier. It argues that it is misleading to focus solely on the 4.4 percent salary increase obtained by the teachers and ignore the other components of the settlement.

The Association asserts that 71 teacher units in the state have settled on wages for the 1986-87 school year and the Employer's proposal results in salary levels well below the statewide average at every benchmark and the Association's offer results in salary levels closer to the average at all benchmarks.

The Association argues that the addition of an MA +36 lane is justified when the structure of the Employer's schedule is compared with that of the De Pere District. It points out that the 1985-86 salary levels and longevity provisions are almost identical except that at the schedule maximum De Pere teachers receive \$822.00 per year more than the Employer's teachers at the schedule maximum. The Association points out that its proposal would require a teacher to obtain 36 credits to reach the schedule maximum and De Pere only requires 30 credits and the ratio of the top range base and the BA base is 1.2 while De Pere has a 1.22 ratio.

The Association points out that the Green Bay School District and the Employer share the same market for labor, goods and services but the Employer's teachers are not keeping pace with teachers in Green Bay and a catch-up is needed.

The Association conceded that the salary dispute is the primary issue and points out that its proposal on co-curricular, unit leader and substitute pay have a cost of only \$3,105.00 more than the Employer's proposal.

EMPLOYER'S POSITION

The Employer argues that the Green Bay School District is not comparable to the Employer and should not be considered. It points out that Green Bay has nine times the number of teacher and almost nine and one-half times the number of students. The Employer asserts that districts in Comparable Group A are comparable to the Employer and there is no evidence to establish the comparability of the Green Bay School District. It takes the position that the Green Bay District should not be considered when making comparisons of salary schedules. The Employer contends that its final offer generates wages only and total

package increases that are closer to the average increases of those school districts in Comparable Group A that have reached agreement than the Association's final offer. It points out that its salary offer is only \$110.00 less than the average salary increase of those school districts in Comparable Group A that have reached agreement for 1986-87 and the Association is \$666.00 more. The average percentage increase in wage costs in Comparable Group A was 6.5 percent and this should be compared to the Employer's proposal of a 5.8 percent increase in wage costs and the Association's 8.7 percent proposal.

The Employer argues that the Marinette settlement occurred in May of 1985 and was the second year of a two year agreement and should be given less weight as a comparable. It points out that the elimination of the Marinette settlement makes the 1986-87 average increase for teachers among the three districts that have settled this year \$1,521.00 or 6.14 percent. The Employer argues that the HowardSuamico, New London and Seymour settlements represent an emerging settlement pattern for the 1986-87 school year and the Employer's proposal is close to it. The Employer takes the position that there is no support among the comparable groups for the inclusion of an MA +36 lane in the Employer's salary schedule and the status quo should be maintained. It contends that the dollar increases for various benchmarks provided by its proposal are very close to the average of the settled comparables and the Association's offer is well above it at all five benchmarks. The Employer points out that the Association's proposal would result in an increase at the schedule maximum almost three time the average increase received by the comparables at that benchmark. It takes the position that the Employer's teachers were receiving hourly rates in the 1985-86 school year in excess of the majority of the comparable districts and there is no justification for a 15.5 percent increase in the hourly rates for extra duties.

The Employer contends that its teacher salaries have significantly exceeded the rates of inflation when the step increments are taken into consideration. It asserts that its proposal is well above the increases given to one of the large private employers in the Green Bay area and exceeds the average wages only increases received by public employees in the area.

DISCUSSION

Both the Employer and the Union consider Comparable Group A to be the proper comparable group. The Association relies on Comparable Group B as another comparable group that should be considered. It does have validity because it consists of the five largest school districts in Comparable Group A and three of them, including the Employer, are part of the Green Bay market. Arbitrators have generally tended to utilize an entire conference as a comparable group. By picking and choosing a few of the school districts in any comparable group a party can find support for its position that the entire comparable group would not provide. Accordingly, the Arbitrator gives more credibility to comparabilities produced by an entire comparable group. Unfortunately only four of the other nine school districts in Comparable Group A have reached agreement on salaries for the 1986-87 school year. Three of those schools are among the smaller schools in Comparable Group A and Marinette bargained its 1986-87 wages last year as part of a two year agreement. The Arbitrator has reviewed the salaries in the nearby community of Green Bay as well as the state wide settlements that have been reached for the 1986-87 school year because of the small number of school districts in Comparable Group A that have reached agreement for the 1986-87 school year.

The average increase per teacher among those school districts in Comparable Group A that have reached agreement for the 1986-87 school year is \$1,657.00 and the average percentage increase is 6.5%. The Employer's proposal would provide an average increase of \$1,546.00 and that is \$111.00 or .7% less than the comparable group average. The Association's proposal would provide an average increase per teacher of \$2,323.00 and that is \$666.00 more than the average of the comparable group and the percentage increase is 2.2% above the average. The

average increase in total compensation in Comparable Group A for the 1986-87 school year among the four school districts that have reached agreement is \$2,378.00 and that is an increase of 7.1%. The Employer proposes a total compensation increase that is \$182.00 or .8% below the average increase. The Association's proposal is \$789.00 above the average and the percentage increase is 2% higher. The Employer's final offer provides a total compensation increase that is much closer to the average increase agreed to for the 1986-87 school year in Comparable Group A than the Association's offer. The Association's deviation from the comparable group average is six times greater than the Employer's deviation.

The Employer's proposal maintains the current salary structure and index. The Association would modify the current structure by adding an additional lane to the current salary schedule by the inclusion of an MA ± 36 lane. None of the schools in Comparable Group A grant teachers a lane movement upon earning 36 credits beyond their masters degree. Eight of the nine school districts in the comparable group grant a final lane movement upon completion of the number of credits equal to or less than the number currently in effect at the Employer's school. Lane movements are generally considered desirable because they result in additional training for the teachers. However they do have a cost. Employer's total cost for lane movements during the 1985-86 school year was \$27,305.00. Six teachers have taken the credits that would qualify them to be placed in an MA +36 lane within the next year. The additional cost would be \$14,005.00 plus another 20% for fringe benefits such as social security and retirement. Obviously, the additional lane movement has a substantial cost to the Employer and it should play a role in the determination of the need to add such a lane to its salary schedule. The primary purpose in adding such a lane would be to encourage teachers to obtain the additional credits and training that would qualify them for it. The Arbitrator is reluctant to impose the additional lane when the Employer does not think it needs to have teachers with the additional training. That kind of subject is best worked out in bargaining between the Employer and the Association. The mere fact that some teachers have voluntarily chosen to obtain the additional credits does not mean that the Employer finds it necessary and is willing to pay for it. The additional lanes and the attendant expense should not be forced upon the Employer in the absence of any desire by it to encourage teachers to obtain the additional training. Major adjustments in the salary schedule of the type sought by the Association should be achieved at the bargaining table by agreement. The give and take of collective bargaining gives both parties an opportunity to consider their own needs and to weigh the cost of any change against the desirability. Arbitrator is of the opinion that additional training is desirable and results in a better educational program but that is his own philosphy and does not consider the needs and desires of the Employer nor does it weigh the additional cost resulting from the change in the salary schedule against its impact on other aspects of the educational program.

The average percentage increase for the 1986-87 school year of the four school districts in Comparable Group A was 4.7%. The average increase was \$763.00 at the BA base and \$1,214.00 at the BA maximum and \$838.00 at the MA base and \$1,414.00 at the MA maximum and \$1,508.00 at the schedule maximum. The Employer's proposal would provide a 3.8% increase at each of the bench marks. The dollar increases would be \$605.00 for the BA base and \$1,034.00 at the BA maximum and \$635.00 at the MA base and \$1,204.00 at the MA maximum and \$1,314.00at the schedule maximum. The Association's proposal would provide a 6.5% increase at each of the bench marks except the schedule maximum and the increase would be 11.8% at that step. The dollar increases would be \$1,045.00 at the BA base and \$1,787.00 at the BA maximum and \$1,166.00 at the MA base and \$2,080.00at the MA maximum and \$4,115.00 at the schedule maximum. The percentage increase and the dollar increases at the various bench marks offered by the Employer are lower than the average of those school districts that have reached agreement in the comparable group. The Association's proposal would result in a percentage increase and a dollar increase at those same bench marks that is much higher than the average. The Employer's proposal is obviously much closer to the salary schedule increases received at the various bench marks by the

teachers in the school districts in the comparable group that have reached agreement for the 1986-87 school year.

In the 1985-86 school year the average salaries at the bench marks for Marinette, Howard-Suamico, New London and Seymour were \$16,083.00 at the BA minimum, \$25,830.00 at the BA maximum, \$17,601.00 and the MA minimum, \$30,199.00 at the MA maximum and \$32,194.00 at the schedule maximum. During the 1985-86 school year the Employer was \$28.00 below the average at the BA minimum, \$1,621.00 above the average at the BA maximum, \$300.00 above the average at the MA minimum, \$1,747.00 above the average at the MA maximum and \$2,658.00 above the average at the schedule maximum. The 1986-87 average salaries at the bench marks for those four schools was \$16,847.00 at the BA minimum, \$27,044.00 at the BA maximum, \$1,839.00 at the MA minimum, \$31,612.00 at the MA maximum and \$33,702.00 at the schedule maximum. The Employer's 1986-87 offer is \$187.00 below the average at the BA minimum, \$1,441.00 above the average at the BA maximum. mum, \$137.00 above the average at the MA minimum, \$1,538.00 above the average at the MA maximum and \$2,464.00 above the average at the schedule maximum. Association's proposal would be \$440.00 above the average at the BA minimum, \$3,228.00 above the average at the BA maximum, \$628.00 above the average at the MA minimum, \$2,414.00 above the average at the MA maximum and \$5,265.00 above the average at the schedule maximum. The Employer's offer provides a salary for the 1986-87 school year at each of the bench marks that is above the average except for the BA minimum. That is \$187.00 below the average. It narrows the differential between the average salaries and the Employer's salaries at each of the bench marks that existed during the 1985-86 school year but the differential is almost the same. The Association's offer increases the differential between the average of the comparable group and the Employer at each of the bench marks and more than doubles it at the schedule maximum. The Employer's final offer would narrow the differential between its salary at each of the bench marks and the average at those same bench marks for the comparable group. be somewhat low. However the Association's final offer increases the differential at each of the bench marks by a substantial amount and compares unfavorably with the Employer's proposal. The Employer's offer will give its teachers salaries that are above the average salaries agreed upon by other school districts in the comparable group at all but one of the bench marks and closer to the average of the comparable group than the Association's proposal.

The Employer's offer maintains the current direct relationship between the co-curricular base and the hourly rate that has existed in the past. The final offer of the Association disturbs that direct relationship. It calls for a 3.5% increase in the co-curricular salaries and that does not seem unreasonable. It would provide a 15.5% increase in the hourly rate paid for drivers education and other duties. There has been a direct relationship between the co-curricular rate and the hourly rate for four years and the Association provides no rationale for disturbing it. The 15.5% increase in the hourly rate paid for drivers education and other duties appears to be unreasonable in the absence of any facts that would justify it. The Employer paid its teachers hourly rates during the 1985-86 school year that were in excess of those paid by most of the school districts in Comparable Group A. Under the circumstances, there is no justification for an increase of 15.5% in the hourly rate.

The Employer's salaries have significantly exceeded the increase in the rate of inflation in the periods of the 1978-79 school year to the 1985-86 school year if the step implements are taken into consideration. The rate of inflation has been declining since March of 1986 and the Urban Wage Earners and Clerical Workers Consumer Price Index now reflects the increase on an annual basis of 1.2%. The Employer's total package increase of 6.28% for the 1986-87 school year is well above the increase in the Consumer Price Index. None of the economic indicators support the Association's proposed wage cost increase of 8.72% or the total package increase of 9.06%.

The Employer submitted evidence with regard to the 1986 settlement of one Employer in the area. It reached a three year agreement with the Union represented its employees that called for a 4% increase in 1986 and 3.5% increases in

1987 and 1988. That evidence just represents the increases given by one Employer but is close to the pattern of increases in the private sector. That pattern is below the percentage increase offered by the Employer. The Association's 1986-87 proposal is well above both the public sector and private sector patterns. The municipal settlements in the area averaged 4% and that is well below the Employer's proposal of a 5.8% increase in its wage costs. The Association's proposal results in a 8.7% increase in the Employer's wage costs and that is more than double the average increase in wage costs for municipal employees in the area.

The Association argues that the Employer's proposal of 3.77% increase per cell is lower than the 4% increase given Brown County employees in 1986 and less than the 5% increase given the City of De Pere police and fire units in 1986 and in 1987. That is certainly true, but the effect of the Employer's 3.77% increase per cell is an increase in salary costs of 5.8% and its salary and fringe costs increase by 6.28%. The 4% increase given by Brown County and the 5% increase given by De Pere increased their cost by that same amount.

The structure of the teachers salary schedule is such that a 3.77% increase per cell increases its wage cost by 5.8% and its total cost by 6.28%. Those increases are somewhat below the average for the settlements reached in the comparable group for the 1986-87 school year but they are much closer to the average than the Association's offer. It is not realistic to expect an Arbitrator to approve a proposal that provides an average increase per teacher that is \$666.00 or 2.2% higher than the average increase in the comparable group. When one considers that the total compensation costs of the Association's proposal is \$789.00 per teacher or 2.2% higher than the average total compensation per teacher for the comparable group the Association's final offer is even less acceptable. The Association points out that the Employer's salaries have eroded significantly at all but one of the bench marks since the 1978-79 school year but it ignores the fact that the Employer has kept pace with the comparable group and the State of Wisconsin during that same period. Employer counters with the fact that the increase in the teachers salaries during the period from 1978-79 school year to the 1985-86 school year has resulted in an increase in any particular teachers salary that is well above the rate of inflation when the experience increments are considered. A valid argument can be made that an experience increment is not related to cost of living. However those experience increments have resulted in an increase in the Employer's cost that it cannot ignore.

The Association argues that no clear cut pattern exists in the comparable group. It points out that the Marinette settlement of 6.1% per cell supports its offer and the Howard-Suamico agreement supports the Employer's proposal. contends that the Seymour settlement of 4.9% falls midway between the two offers and the New London settlement of 4.4% is closer to the settlement of the Employer. Perhaps a settlement of four schools out of nine in the comparable group is not overwhelming evidence of a pattern. However the Marinette settlement of 6.1% per cell is the only settlement that even comes close to the Association's proposal and that was part of a two year agreement that was negotiated under circumstances that differ substantially from those that exist The settlements of Howard-Suamico, Seymour and New London were negotiated recently and they indicate a pattern much different from the one at Marinette. The Association's argument that no clear cut pattern exists in Comparable Group A may have some truth to it, but the evidence indicates that there is a pattern developing that is closer to the final offer of the Employer than it is to the final offer of the Association.

Even though the Arbitrator is inclined to believe that the Employer's proposal is on the low side and probably should be higher, it is much closer to reality than the Association's proposal. It is absolutely unrealistic for the Association to expect an Arbitrator to approve a proposal that increases the Employer's wage cost by 8.7% when the average increase in wage cost for school districts in the comparable group that have reached agreement is 6.5%. The Employer's proposal of a 5.8% increase in wage costs is much closer to the com-

parable group average of 6.5% than the Association's proposal of an 8.7% increase.

The argument of the Association that the addition of an MA +36 lane is justified because De Pere has an MA +32 lane has little merit. The 1986 schedule maximum of the Employer was less than the schedule maximum at De Pere but that difference was based on the agreement to have an MA +32 lane in the salary schedule. Undoubtedly it agreed on an MA +32 lane because it wanted to encourage teachers to achieve that level of training. The Employer has indicated no desire to encourage teachers to have training at the level of MA +36 credits and the Arbitrator sees no justification for imposing such a change in the salary schedule on it.

The Association points out that the Green Bay school district and the Employer share the same market for labor, goods and services; but the Employer's teachers are not keeping pace with teachers in Green Bay. That argument certainly has validity. The Employer's teachers and the Green Bay school district teachers all live in the same area and shop at the same stores and are generally impacted to the same degree by the same economic factors. However, there has traditionally been a substantial difference between the wage levels paid by the Employer and the wage levels paid by the Green Bay school district. Those differentials have been worked out as a result of collective bargaining between the Employer and the Association and between the Green Bay school district and the labor organization representing its teachers. The Arbitrator is impressed by the fact that collective bargaining has developed a salary schedule in Green Bay that has been substantially higher than the salary schedule of the Employer. He is equally impressed by the fact that collective bargaining has brought about a salary schedule for the Employer that fits into the pattern of the salary schedules in Comparable Group A. The Association has not produced any evidence that would justify disruption of the relationships that have been developed by collective bargaining.

Either proposal of the Employer or of the Association falls within the lawful authority of the municipal Employer. The stipulations of the parties have no impact upon either proposal and were not significant factors in the Arbitrator's decision. The Employer has made no arguments that it did not have the financial ability to meet the costs of the proposed settlement and neither party argued that the interest and welfare of the public would not be served by implementation of either proposal. A comparison of the wages, hours and conditions of employment of the Employer's teachers with the wages, hours and conditions of employment of other teachers in the area and with other employees in public employment in the same community and in private employment in the same community and in comparable communities indicates that the Employer's final offer more nearly meets the statutory criteria of comparability than that of the Employer. The rate of increase in the cost of living indicates that the Employer's proposal more closely adheres to that statutory criterion than that of the Association. The overall compensation received by the Employer's teachers or any of the teachers in the comparable group was not a significant factor considered by the Arbitrator in arriving at his award. There were no changes in circumstances or any other factors normally taken into consideration in the determination of wages, hours and conditions of employment that were considered by the Arbitrator to be of significance.

The Employer's proposal is much closer to the settlement pattern in the comparable group for the 1986-87 school year. The Arbitrator considers the Employer's salary offer to be somewhat lower than he would consider to be proper, but the Association's proposal was excessive by every standard of comparability. The Association's proposal would change the salary schedule in a manner that is ordinarily achieved by collective bargaining and not by an Arbitrator's award. The Employer's proposal exceeds the increases in the consumer price index and its extracurricular base and extra duty hourly rate maintains the direct correlation that has existed between those rates for the past four school years. This Arbitrator is always reluctant to approve a salary schedule for teachers that he considers to be lower than it should be. In this

case the Employer proposes increases that are generally below the average increases reached through collective bargaining for the 1986-87 school year by those school districts in the comparable group that have reached agreement. If the Association's proposal was as much above the average increase of the comparable group as the Employer's proposal is below it, the Arbitrator would be inclined to select the final offer of the Association. That is not the case. The Association's proposal provides increases substantially higher than have been agreed upon by any of the school districts in Comparable Group A that have reached 1986-87 agreements. The average dollar increase per teacher resulting from the Association's proposal exceeds that of any of the school districts in the comparable group that have reached agreement for the 1986-87 school year. Its proposal would provide increases at each of the bench marks that are well above anything that has been agreed to for the 1986-87 school year by any of the school districts in the comparable group that have reached agreement. The statutory criteria does not support the proposal of the Association.

It therefore follows from the above facts and discussion thereon that the undersigned renders the following

AWARD

After full consideration of the criteria set forth in the statutes and after careful and extensive examination of the exhibits and briefs of the parties, the Arbitrator finds that the Employer's final offer more clearly adheres to the statutory criteria than that of the Association and directs that the Employer's proposal contained in Exhibit B be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin this 13th day of November, 1986.

e II, Arbitrator

Name of Case: West De Pere School Dist.
Med-ARB 3987
The following, or the attachment hereto, constitutes our final
offer for the purposes of mediation-arbitration pursuant to Section
111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy
of such final offer has been submitted to the other party involved
in this proceeding, and the undersigned has received a copy of the
final offer of the other party. Each page of the attachment hereto
has been initialed by me.
05-20-86 Hennett 9 Tetersen (Representative)
(Date) (Representative)
On Behalf of: West De Pere Education association

WEST DEPERE EDUCATION ASSOCIATION FINAL OPPER 5/20/86 1. All stimulations as of 5/20/86 2. Salary Schedule: Add MH 36 Lane 1.20 Base Longevity 1-25 (See Attached)

- 3. Article 10 (6) Change #11.25 to #13.00
- 4. Appendix B- Base 1200
- 5. All other items status quo.

Kenneth 9. Petersen 5/20/86

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ASSOCIATION PROPOSAL

Kenneth g. Leteren 5-20-86

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Name of Case: West Defeu School Dist.
Med-ARB 3 837
The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the
final offer of the other party. Each page of the attachment hereto
5/20/86 Unio Whale
(Date) (Representative)
On Behalf of: WEST DE PERE BOARD OF EDUCATION

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Summer School
Dr Ed, Inhouse Sub
Frosh Orientation

Cheerleader (V)

Intramurals (E1)

BOARD PROPOSAL