
1/ Pursuant to Sec. 227.48(2), Stats., the Commission hereby notifies the parties that a petition for rehearing may be filed with the Commission by following the procedures set forth in Sec. 227.49 and that a petition for judicial review naming the Commission as Respondent, may be filed by following the procedures set forth in Sec. 227.53, Stats.

227.49 Petitions for rehearing in contested cases. (1) A petition for rehearing shall not be prerequisite for appeal or review. Any person aggrieved by a final order may, within 20 days after service of the order, file a written petition for rehearing which shall specify in detail the grounds for the relief sought and supporting authorities. An agency may order a rehearing on its own motion within 20 days after service of a final order. This subsection does not apply to s. 17.025(3)(e). No agency is required to conduct more than one rehearing based on a petition for rehearing filed under this subsection in any contested case.

227.53 Parties and proceedings for review. (1) Except as otherwise specifically provided by law, any person aggrieved by a decision specified in s. 227.52 shall be entitled to judicial review thereof as provided in this chapter.

(a) Proceedings for review shall be instituted by serving a petition therefor personally or by certified mail upon the agency or one of its officials, and filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. Unless a rehearing is requested under s. 227.49, petitions for review under this paragraph shall be served and filed within 30 days after the service of the decision of the agency upon all parties under s. 227.48. If a rehearing is requested under s. 227.49, any party desiring judicial review shall serve and file a petition for review within 30 days after service of the order finally disposing of the application for rehearing, or within 30 days after the final disposition by operation of law of any such application for rehearing. The 30-day period for serving and filing a petition under this paragraph commences on the day after personal service or mailing of the decision by the agency. If the petitioner is a resident, the proceedings shall be held in the circuit court for the county where the petitioner resides, except that if the petitioner is an agency, the proceedings shall be in the circuit court for the county where the respondent resides and except as provided in ss. 77.59(6)(b), 182.70(6) and 182.71(5)(g). The proceedings shall be in the circuit court for Dane county if the petitioner is a nonresident. If all parties stipulate and the court to which the parties desire to transfer the proceedings agrees, the proceedings may be held in the county designated by the parties. If 2 or more petitions for review of the same decision are filed in different counties, the circuit judge for the county in which a petition for review of the decision was first filed shall determine the venue for judicial review of the decision, and shall order transfer or consolidation where appropriate.

(b) The petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified.

. . .

(c) Copies of the petition shall be served, personally or by certified mail, or, when service is timely admitted in writing, by first class mail, not later than 30 days after the institution of the proceeding, upon all parties who appeared before the agency in the proceeding in which the order sought to be reviewed was made.

Note: For purposes of the above-noted statutory time-limits, the date of Commission service of this decision is the date it is placed in the mail (in this case the date appearing immediately above the signatures); the date of filing of a rehearing petition is the date of actual receipt by the Commission; and the service date of a judicial review petition is the date of actual receipt by the Court and placement in the mail to the Commission.

base wage received as provided by the salary schedule and the actual cost of living payment received by using the twenty-six (26) individual applications of COLA.

A hypothetical example of a bargaining unit member's pay at BA, Step 0, for 1981-82 would be as follows:

. . .

2. 1982-83 Base: The 1982-83 beginning BA base salary shall be the actual wage received for the BA base, Step 0, during the term of the 1981-82 contract. The new base will not be the last pay period salary (1981-82) earned multiplied by 26.

Using a hypothetical example in number one, above; the beginning 1982-83 BA, Step 0, base salary would be \$12,769.

A hypothetical example of a bargaining unit member's pay at BA, Step 0, for 1982-83 would be as follows:

. . .

3. Subsequent Negotiations: The beginning BA base salary which shall serve as a basis in negotiations for a successor agreement shall be the actual wage received for the BA base, Step 0, during the term of the 1982-83 contract. The beginning BA base salary which shall serve as a basis in negotiations for a successor agreement will not be the last pay period salary (1982-83) earned multiplied by 26.

B. Consumer Price Index

The consumer price index to be utilized herein shall be the Consumer Price index for Urban wage earners and clerical workers, U.S. City average, as reported by the U.S. Bureau of Labor Statistics.

C. Computation of Increase in the CPI

A reading of the consumer price index shall be taken the first day of every month. During the contract year there will be twelve (12) readings taken. The June, 1981, CPI reading shall be used as the base for the 1981-82 contract and the June, 1982, CPI reading will be used as the base for the 1982-83 contract. The first CPI reading for a salary adjustment shall be the month of July. Any increase in the July CPI reading will be reflected on the September checks. The last CPI reading for the 1981-82 contract year will be taken for the month of June, 1982, and any increase reflected on the August, 1982, checks. The last CPI reading for the 1982-82 contract year will be taken for the month of June, 1983, and any increase reflected on the August, 1983, checks. The exact level of the cost of living earnings in any contract year shall be controlled pursuant to paragraph D below.

An example of this method of application of the CPI index to a hypothetical bargaining unit member's per pay period salary check is as follows:

. . .

D. Determination of COLA and Salary Schedule Increases

The average salary for the bargaining unit for 1981-82 and 1982-83 will be a guaranteed ten percent (10.0%) in each contract year as set forth herein. The average salary for the bargaining unit will include present salary increment, lane changes, cost of living adjustment as provided herein, and longevity factor of five percent (5.0%) for those employees off the salary schedule as defined in Appendix A-1. The average bargaining unit salary shall be determined by utilizing all personnel in the bargaining unit excluding terminations (terminations include retirees) and their replacements in the first year of the replacement's employment.

The ten percent (10%) average guaranteed salary increase maximum for the bargaining unit may result in a ceiling on the cost of living adjustment factor. That is, should the cost of implementing the base salary increase, the salary increment, lane changes and longevity factor, combined with the COLA factor exceed the ten percent (10% average increase, no further adjustment in the COLA factor will be made.)

Example of ceiling on COLA in the event average salary increase exceeds ten percent (10%).

. . .

Should the cost of living factor and salary schedule application result in a less than ten percent (10%) average increase no further adjustment in the COLA factor will be made, by virtue of the salary adjustment on the BA base, to achieve the ten percent (10%) guaranteed average annual increase. Instead, an adjustment on the BA base will be made to accomplish the required guaranteed ten percent (10%) increase.

E. Changes in the Consumer Price Index

In the event that the consumer price index defined in B of this article shall be discontinued, changed, or otherwise become unavailable during the term of this agreement, and if the Bureau of Labor Statistics issues a conversion table by which changes in the present index can still be determined, the parties agree to accept such conversion table. If no such table is issued, the parties will promptly undertake negotiations solely with respect to agreeing upon an index which will effectuate a comparable cost of living adjustment.

. . .

that during the hiatus following the expiration of the 1981-83 agreement, the District did not make any COLA payments but, upon advice of legal counsel, did make payments to employees based upon attainment of additional experience and/or education.

- 12. That the District, by its failure to make COLA payments during the hiatus periods following expiration of the 1983-1984 agreement and during the hiatus period under the parties 1984-

1986 agreement when the parties were bargaining over the compensation to be received during 1985-86 portion of said agreement, did not alter the status quo as to employe wages.

C. That the Commission hereby reverses the Examiner's Conclusion of Law and hereby issues the following

CONCLUSION OF LAW

That as the Respondent Sun Prairie Joint School District No. 2 did not alter the status quo as to employe wages during the two hiatus periods at issue herein by failing to make COLA payments, the Respondent did not commit prohibited practices within the meaning of Sec. 111.70(3)(a) 4 or 1, Stats.

D. That the Commission hereby reverses the Examiner's Order and hereby issues the following

ORDER

That the instant complaint is hereby dismissed.

Given under our hands and seal at the City of
Madison, Wisconsin this 28th day of July, 1987.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Stephen Schoenfeld /s/
Stephen Schoenfeld, Chairman

Herman Torosian /s/
Herman Torosian, Commissioner

Danae Davis Gordon /s/
Danae Davis Gordon, Commissioner

SUN PRAIRE SCHOOL DISTRICT

MEMORANDUM ACCOMPANYING
ORDER MODIFYING EXAMINER'S FINDINGS OF FACT
AND REVERSING EXAMINER'S CONCLUSION OF LAW AND ORDER

BACKGROUND:

The Pleadings

In its initial complaint, the Association alleged that the District's failure to make COLA payments during the hiatus following expiration of the 1983-1984 contract modified the status quo the District was obligated to maintain as to employ wages and thus violated Secs. 111.70(3)(a) 4 and 1, Stats. At hearing, the Association amended its complaint to make the same allegation for a hiatus occurring while the parties were seeking to reach agreement on a contractual wage reopener during the term of their 1984-1986 agreement.

The District's answers denied the foregoing allegations.

The Examiner's Decision

The Examiner initially noted that the determination of the status quo the employer is obligated to maintain during a hiatus is a matter for case-by-case analysis based upon an examination of language, past practice and bargaining history. The Examiner proceeded to analyze Article XXXI, Sections C and D of the 1983-84 collective bargaining agreement and concluded that, on balance, the COLA clause was not specifically limited in its operation to the term of the 1983-84 agreement, and that the language suggested that the parties were establishing an on-going compensation system. The Examiner concluded that bargaining history did not support either parties' position.

The Examiner's analysis of the past practice evidence was critical to his ultimate conclusion that the status quo the District was obligated to maintain during a hiatus included COLA payments. Initially, he noted the evidence of past practice demonstrated that prior to the hiatus following expiration of the 1979-81 contract, the District had on three hiatus occasions not made COLA payments. He then concluded that the District's COLA payments following expiration of the 1979-81 contract did not dilute the persuasiveness of the evidence of prior nonpayment because the period in question ". . . did not have the makings of a true hiatus period." However, the Examiner noted that during the hiatus following the expiration of the 1981-83 contract the District altered its past practice as to payment of increased salary to returning teachers based upon additional experience (longevity and increments) or additional educational attainment. The Examiner then reasoned that the District's compensation plan should be viewed as a whole and that, absent express contractual language to the contrary, all portions of the compensation plan should thus be treated in the same manner. Once the District began making longevity, increment, and educational lane payments during a hiatus the Examiner concluded that the District had, in essence, renounced the prior practice of no compensation increases during a hiatus and that there was no "logical reason" for COLA to be excluded from this change in past practice. Thus the Examiner determined that COLA payments were part of the status quo the District was obligated to maintain and that the District's failure to make the payments violated Secs. 111.70(3)(a) 4 and 1, Stats.

The Parties' Positions on Review

The District

The District urges reversal of the Examiner's decision. It argues that the Examiner's linkage of COLA payments to the treatment of salary increments or educational lane payments during a hiatus was illogical and inconsistent with prior Commission decisions. The District contends that such linkage should be rejected because, contrary to matters such as increments and lane payments, COLA has nothing to do with employe attainment of a different status (i.e., additional experience or education).

Looking at the factors of language, past practice and bargaining history as they relate to COLA payments during a hiatus, the District avers that Sections C and E of Article XXXI are supportive of its position herein. The District asserts that the Examiner's reliance on School District of Webster Dec. No. 21317-B (WERC, 9/85) to reach a contrary conclusion was misplaced because Webster involved language which clearly mandated payment of additional money to employees during the school year following the year in which the employe was satisfactorily evaluated.

As to evidence of past practice and bargaining history, the District argues that it has a practice of not paying COLA adjustments during a hiatus and that said practice should be given substantial weight by the Commission. The District contends that bargaining history is also supportive of its position to the extent that the Association failed to seek any language changes after the various hiatuses during which no COLA payments were made.

The Association

The Association seeks Commission affirmation of the Examiner's Conclusion of Law and Order and expansion of the Examiner's Findings and rationale to address many of the compelling factual points which the Examiner failed to address.

As to the Examiner's analysis of the COLA language itself, the Association asserts that Section C, especially the last sentence thereof, establishes an express requirement that the District make COLA payments during a hiatus up to the maximum guaranteed average salary increase specified in Section D. It argues that the phrase "in any contract year" found in Section C is not, as argued by the District, a reference to the year the contract is in effect but rather a reference to a subsequent school year in which the collective bargaining agreement covering employes has expired.

Turning to the evidence of past practice, the Association argues that the Examiner mistakenly gave credence to the pre-1981 District practice of nonpayment. It asserts that evidence is lacking to establish that the Association was aware of the nonpayments and thus alleges that the past practice evidence certainly does not establish any mutual understanding between the parties that the status quo was no COLA payments or that the Association had knowingly acquiesced to the District's conduct during pre-1981 hiatuses. The Association further contends that the Commission should herein hold that it will not use past practice occurring during the Commission's Menasha Joint School District, Dec. No. 16589-B (WERC, 9/81) static status quo period against unions who conformed their conduct to the realities of the static status quo by not challenging nonpayments.

Lastly, as to bargaining history, the Association argues that the Examiner erred by not reciting evidence supportive of the Association's position. Most importantly, the Association asserts that the quid pro quo for agreement with District language establishing a fixed ceiling on the level of average salary increase was the District obligation under the last sentence of Section C to pay COLA adjustments during a hiatus until, in conjunction with hiatus increments and lane payments, the guaranteed salary level was reached. Thus the Association contends that bargaining history is supportive of its position.

DISCUSSION:

The issue before us is whether the Examiner properly determined that COLA payments were part of the status quo the District was obligated to maintain during the two contractual hiatuses in question. Because we do not concur with the Examiner's conclusion that a "compensation plan" should be treated as an "all or nothing" proposition when determining what the status quo requires and because we conclude that the COLA language establishes that increased COLA payments are not part of the status quo the District must maintain, we reverse the Examiner and dismiss the Association's complaint.

As we have previously indicated, status quo determinations are to be made on a case-by-case basis after examination of the parties' language, past practice and bargaining history. While the Examiner correctly noted that no form or method of compensation is excluded from the employer's obligation to maintain the status quo, it does not follow that application of the parties' language, past practice and bargaining history to each form of compensation must produce consistent "pay

all or nothing" results. Each form or method of compensation at issue must be separately examined and if warranted by differing language, past practice or bargaining history, different status quo results may be reached. Thus we proceed to examine the language, past practice and bargaining history applicable to COLA payments to determine the District's status quo obligation with respect thereto.

The COLA language in the disputed 1983-84 and 1984-86 contracts is essentially the same in each contract with appropriate date and number changes being made to reflect the results of the parties' bargain. For the purposes of analysis, we will focus on the 1983-84 language attached to this decision as Appendix A. As the Examiner noted, Section C of Article XXXI is a mix of generic sentences which could imply applicability to a hiatus and sentences linked to a specific year or month/year which could imply applicability only while the contract is in force. On balance, we conclude that Section C, primarily because of its references to "contract year," does not convey the impression of an obligation to make additional COLA payments during a hiatus. In this regard, we find the Association's argument regarding the meaning of the last sentence of Section C to be totally unpersuasive. To us, the phrase "contract year" clearly refers to the year during which the contract is in force and not to a hiatus period as argued by the Association.

Examination of Sections D and E does not alter the conclusion we have reached above based on Section C. Section D, as indicated by the last sentence in Section C, sets forth the manner in which the exact level of COLA increases during a contract year will be determined. In our view, the structure of the guaranteed level of increase contained in Section D is more reasonably viewed as part of a compensation system applicable only during the contract as opposed to a contract hiatus. Section E is also supportive of the District's position herein because it is limited in its applicability to CPI problems which arise "during the term of this agreement." Presumably the need for solutions to CPI problems would extend into a hiatus period if COLA payments were to continue during the hiatus and, thus, the limiting language of Section E is consistent with COLA applicability being limited to the term of the agreement.

Given the foregoing we are persuaded that the language at issue herein does not support a conclusion that the District has an obligation under the status quo to continue making COLA payments during a hiatus. Evidence of past practice as to COLA hiatus payments is not inconsistent with such a conclusion and we believe the Examiner correctly concluded that bargaining history is not particularly supportive of either party's position. Thus, we conclude that the District's failure to make COLA payments did not violate the District's obligation to maintain the status quo and accordingly have dismissed the Association's complaint.

Dated at Madison, Wisconsin this 28th day of July, 1987.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Stephen Schoenfeld /s/
Stephen Schoenfeld, Chairman

Herman Torosian /s/
Herman Torosian, Commissioner

Danae Davis Gordon /s/
Danae Davis Gordon, Commissioner

001
002

having completed a school day as defined in Article XXVII., WORKING CONDITIONS, Section B.

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3. Voluntary Dues Deduction

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It is agreed by and between the Board and the Sun Prairie Education Association that upon receipt of a voluntary written authorization therefor, signed by the bargaining unit member, the Board shall deduct an amount to provide monthly payments of dues for membership in the (local, state, regional, national) Education Associations from the regular salary check of such bargaining unit member each month and that the amounts so deducted pursuant to such authorization of the bargaining unit member shall be promptly remitted directly to the Sun Prairie Education Association.

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It is further agreed by and between the Board and the Sun Prairie Education Association that such voluntary authorization for deduction of dues shall continue in full force and effect with the Board until the bargaining unit member submits a written revocation of such authorization to the Board, not less than thirty (30) days prior to the effective date of such written revocation.

023

XXX. STATE TEACHER RETIREMENT SYSTEM CONTRIBUTIONS (STRS)

025
026

The School Board agrees to contribute five percent (5%) of the professional employee's State Teacher Retirement contribution.

028

XXXI. COST OF LIVING ADJUSTMENT (COLA)

030

A. Base Salary

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037

1. 1983-84 Base: The 1983-84 beginning BA base salary is determined by this agreement to be \$14,156⁰⁰. This shall determine the salary schedule set forth in Appendix A-1. The actual salary for 1983-84 shall be the actual base wage received as provided by the salary schedule and the actual cost of living payment received by using the twenty-six (26) individual applications of COLA.

039
040

A hypothetical example of a bargaining unit member's pay at BA, Step 0, for 1983-84 would be as follows:

Beginning Base Salary \$14,156
Per pay period salary (26) \$544.46

<u>Payroll Periods</u>	<u>Example of COLA</u>	<u>Per Period Salary</u>	<u>Actual Salary Received</u>
Sept. 2, 1983	1.00	\$544.46	\$544.46
Sept. 18, 1983	1.00	544.46	544.46
Sept. 30, 1983	1.01	544.46	549.90
Oct. 14, 1983	1.01	544.46	549.90
Oct. 28, 1983	1.02	544.46	555.35
Nov. 11, 1983	1.02	544.46	555.35
Nov. 25, 1983	1.02	544.46	555.35
Dec. 9, 1983	1.02	544.46	555.35
Dec. 23, 1983	1.02	544.46	555.35
Jan. 6, 1984	1.03	544.46	560.79
Jan. 20, 1984	1.03	544.46	560.79
Feb. 3, 1984	1.03	544.46	560.79
Feb. 17, 1984	1.04	544.46	566.24
Mar. 02, 1984	1.04	544.46	566.24
Mar. 16, 1984	1.05	544.46	571.68
Mar. 30, 1984	1.05	544.46	571.68
Apr. 13, 1984	1.05	544.46	571.68
Apr. 27, 1984	1.05	544.46	571.68
May 11, 1984	1.05	544.46	571.68
May 25, 1984	1.06	544.46	577.13
June 08, 1984	1.06	544.46	577.13
June 22, 1984	1.06	544.46	577.13
July 06, 1984	1.0603	544.46	577.29
July 20, 1984	1.0603	544.46	577.29
Aug. 03, 1984	1.0603	544.46	577.29
Aug. 17, 1984	1.0603	544.46	577.29

Total salary received BA, Step 0 \$14,679.27

APPENDIX A

001 **In the event this base is altered as a result of the pending grievance*
002 *arbitration on the application of the 1982-83 cost of living guaranteed*
003 *adjustment, this provision and Appendix A-1 shall reflect said altered*
004 *BA base.*
005
006 2. **Subsequent Negotiations:** The beginning BA base salary which shall
007 serve as a basis in negotiations for a successor agreement shall be
008 the actual wage received for the BA base, Step 0, during the term
009 of the 1983-84 contract. The beginning BA base salary which shall
010 serve as a basis in negotiations for a successor agreement will not
011 be the last pay period salary (1983-84) earned multiplied by 26.

013 **B. Consumer Price Index (CPI)**

015 The consumer price index to be utilized herein shall be the Consumer
016 Price Index for urban wage earners and clerical workers, U.S. City
017 average, as reported by the U.S. Bureau of Labor Statistics.

019 **C. Computation of Increase in the CPI**

021 A reading of the CPI shall be taken the first day of every month.
022 During the contract year, there will be twelve (12) readings taken. The
023 June, 1983 CPI reading shall be used as the base for the 1983-84
024 contract. The first CPI reading for a salary adjustment shall be the
025 month of July. Any increase in the July CPI reading will be reflected
026 on the September checks. The last CPI reading for the 1983-84 contract
027 year will be taken for the month of June, 1984, and any increase
028 reflected on the August, 1984 checks. The exact level of the cost of
029 living earnings in any contract year shall be controlled pursuant to
030 paragraph D. below.

032 An example of this method of application of the CPI index to a
033 hypothetical bargaining unit member's per pay period salary check is as
034 follows:

036 September checks

038 July CPI reading increased .3 of one percent over the base reading. Per
039 pay period salary: \$544.46 + \$1.63 or \$546.09

041 October checks

043 August CPI reading decreased .5 of one percent from July reading.
044 Factor remains .3 of one percent. October checks same as September or
045 \$546.09

047 November checks

049 September CPI reading increased .5 of one percent from August reading.
050 Factor remains .3 of one percent. November checks same as October
051 checks or \$546.09

053 December checks

055 October CPI reading increased one percent from September reading.
056 October factor 1.0 and July factor .3 equals December adjustment of 1.3
057 of one percent. December checks: \$544.46 + \$7.08 or \$551.54

059 **D. Determination of COLA and Salary Schedule Increases**

061 The average salary for the bargaining unit for 1983-84 will be a
062 guaranteed 6.03% as set forth herein.* The average salary for the
063 bargaining unit will include present salary increment, lane changes,
064 cost of living adjustment as provided herein, and a longevity factor of
065 five percent (5.0%) for those employees off the salary schedule as
066 defined in Appendix A-1. The average bargaining unit salary shall be
067 determined by utilizing all personnel in the bargaining unit excluding
068 terminations (terminations include retirees) and their replacements in
069 the first year of the replacement's employment.
070

001 The 6.03% average guaranteed salary increase maximum for the bargaining
 002 unit may result in a ceiling on the cost of living adjustment factor;
 003 that is, should the cost of implementing the base salary increase, the
 004 salary increment, lane changes and longevity factor, combined with the
 005 COLA factor exceed the 6.03% average increase, no further adjustment in
 006 the COLA factor will be made.

008 Example of ceiling on COLA in the event average salary increase exceeds
 009 6.03%.
 010

<i>Average salary of bargaining unit - Base Year</i>			\$20,714.00
<i>Beginning average salary - Subsequent year</i>			\$21,383.00
<i>Beginning average monthly salary</i>			1,781.92

<u>Payroll Month^a Applied</u>	<u>COLA</u>	<u>Salary with COLA</u>	<u>Salary with Ceiling Applied</u>
September	1.0000	1,781.92	1,781.92
October	1.0025	1,788.38	1,788.38
November	1.0075	1,795.29	1,795.29
December	1.0150	1,808.65	1,808.65
January	1.0100	1,799.74	1,799.74
February	1.0200	1,817.58	1,817.58
March	1.0245	1,825.58	1,825.58
April	1.0251	1,826.65	1,826.65
May	1.0400	1,853.20	1,853.20
June	1.0603	1,889.37	1,889.37 - Ceiling
July	1.0700	1,906.68	1,889.37 on COLA
August	1.0750	1,915.57	1,889.37 would apply at this point
		\$22,008.56	\$21,883.07
		- 20,714.00	- 20,714.00
		\$ 1,292.56 or 6.24%	\$ 1,249.07 or 6.03%

^a The SPEA does not waive its right to grieve the application of this provision.

^a Actual application of this example would be computed on per period salary (26 periods) rather than monthly.

042 Should the cost of living factor and salary schedule application result
 043 in a less than 6.03% average increase, no further adjustment in the COLA
 044 factor will be made, by virtue of the salary adjustment on the BA base,
 045 to achieve the 6.03% guaranteed average annual increase. Instead, an
 046 adjustment on the BA base will be made to accomplish the required
 047 guaranteed 6.03% increase.

049 E. Changes in the Consumer Price Index

051 In the event that the CPI defined in B of this article shall be
 052 discontinued, changed, or otherwise become unavailable during the term
 053 of this agreement, and if the Bureau of Labor Statistics issues a
 054 conversion table by which changes in the present index can still be
 055 determined, the parties agree to accept such conversion table. If no
 056 such table is issued, the parties will promptly undertake negotiations
 057 solely with respect to agreeing upon an index which will effectuate a
 058 comparable cost of living adjustment.

061 XXXII. SUBSTITUTE AND INTERIM TEACHERS

063 A. In-House Substitution

065 Teachers or librarians that take on the added responsibility of another
 066 teacher's class or study hall shall be paid at the rate of ten dollars
 067 (\$10.00) per period or twelve dollars (\$12.00) per quarter day whenever
 068 more than ten (10) additional students have been assigned the staff
 069 members.
 070