

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Petition of

**KATHY HOFFMAN, BOB BARANOWSKI, SCOTT HEXOM,  
MARY ELLEN HEUS AND JEFFREY SCHULTZ**

Requesting a Declaratory Ruling Pursuant to Sections 111.70(4)(b) and 227.41,  
Wis. Stats., Involving a Dispute Between Said Petitioners and

**NEW BERLIN EDUCATION ASSOCIATION, NEW BELIN PUBLIC  
SCHOOL DISTRICT AND BOARD OF EDUCATION FOR THE  
NEW BERLIN PUBLIC SCHOOL DISTRICT**

Case 19  
No. 57460  
DR(M)-600

**Decision No. 29665**

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Appearances:

Garvey & Stoddard, by **Attorney Jason T. Beier** and **Attorney Edward R. Garvey**, Suite 201, 634 West Main Street, Madison, Wisconsin 53703, appearing on behalf of Kathy Hoffman, Bob Baranowski, Scott Hexom, Mary Ellen Heus and Jeffrey Schultz.

Quarles & Brady, by **Attorney Renae L. Groeschel** and **Attorney Michael J. Spector**, 411 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-4497, appearing on behalf of the New Berlin Public School District and the Board of Education for the New Berlin Public School District.

**Attorney Anthony L. Sheehan**, Staff Counsel, Wisconsin Education Association Council, P.O. Box 8003, Madison, Wisconsin 53708-8003, appearing on behalf of the New Berlin Education Association.

**FINDINGS OF FACT, CONCLUSION OF LAW AND DECLARATORY RULING**

On April 8, 1999, Jeff Krumrich, Kathy Hoffman, Bob Baranowski, Scott Hexom, and Dale Destache filed a petition with the Wisconsin Employment Relations Commission seeking a declaratory ruling pursuant to Secs. 111.70(4)(b) and 227.41, Stats. The petition alleges that the New Berlin Education Association and the New Berlin Public School District entered into an illegal three year collective bargaining agreement.

No. 29665

On April 14 and April 27, 1999, the Association and the District filed their respective responses to the petition.

On May 10, 1999, an amended petition was filed and on May 13, 1999, the Association filed a response to the amended petition.

On June 4, 1999, the petition was again amended.

On June 8, 1999, the parties met with Hearing Examiner Peter G. Davis in what proved to be an unsuccessful effort to stipulate to a factual record.

Hearing on the amended petition was held on June 23, 1999 in New Berlin, Wisconsin before Examiner Davis. The parties thereafter filed written argument, the last of which was received July 16, 1999.

Having considered the matter and being fully advised in the premises, the Commission makes and issues the following

#### **FINDINGS OF FACT**

1. Jeffrey Schultz, Kathleen Hoffman, Bob Baranowski, Scott Hexom, and Mary Ellen Heus, herein Petitioners, are professional employes of the New Berlin Public School District who are represented by the New Berlin Education Association for the purposes of collective bargaining.

2. The New Berlin Public School District, herein the District, is a municipal employer having its principal offices at 4333 South Sunnyslope Road, New Berlin, Wisconsin.

3. The New Berlin Education Association, herein the Association, is a labor organization functioning as the collective bargaining representative of certain professional employes of the District.

4. In 1997, the Association and the District unsuccessfully sought to reach agreement on a successor to their July 1, 1995 - June 30, 1997 collective bargaining agreement. On October 1, 1997, at the conclusion of an unsuccessful effort to mediate a settlement of the successor agreement, a Wisconsin Employment Relations Commission investigator advised the Association and the District that:

“their negotiations concerning economic issues for a 1997-1999 collective bargaining agreement are at deadlock.”

5. By letter dated October 14, 1997, the District advised the Association as follows:

This letter is written notice to the New Berlin Education Association (NBEA) that the New Berlin School Board (Board) intends to implement, as soon as permitted under applicable Wisconsin law, a Qualified Economic Offer to the New Berlin teacher bargaining unit for the 1997-98 and 1998-99 school years. This notice is given in accordance with Employment Relations Commission (ERC) 33.10. The enclosed copy of the hand-written certification of Mr. Marshall Gratz, acting as an investigator of the Wisconsin Employment Relations Commission, indicates that deadlock was reached between the Board and the NBEA on October 1, 1997.

The exact manner in which the Qualified Economic Offer will be implemented is as follows:

1. The 1997-98 salary of each current bargaining unit employee shall be as shown on the enclosed schedule; each such salary shall be retroactive to the first day of the 1997-98 school year and is based on the enclosed 1997-98 salary schedule.
2. The 1998-99 salary schedule will be formulated in accordance with the same methodology used to formulate the 1997-98 salary schedule, will provide a 2.1% salary schedule increase computed in accordance with Sec. 111.70, Wis. Stats., including, without limitation by enumeration, the cast-forward costing method using April, 1997 base year employment data and will be prepared in final form when 1998-99 fringe benefit costs are known, but in no event later than August 1, 1998.
3. All other provisions of the 1995-97 Master Agreement, economic or otherwise, shall continue in effect until such time, if any, as the Board and the NBEA may agree to the contrary.
4. The Board shall maintain the dynamic status quo during the contract hiatus.
6. The District proceeded to implement a salary schedule for the 1997-1998 school year.
7. During the summer of 1998, the Association and the District resumed their efforts to reach agreement on a successor collective bargaining agreement. In August 1998, the parties reached tentative agreement which linked settlement of the July 1, 1997 - June 30, 1999 agreement to settlement of an agreement for the period July 1, 1999 - June 30, 2001. Each agreement was conditioned upon ratification of both agreements. The tentative agreement is attached to this decision as Appendix A.

8. On August 25, 1998, the Association voted to ratify the tentative agreement. The ratification ballot prepared by the Association stated:

\_\_\_\_\_ Yes, I vote to ratify the proposed contract.

\_\_\_\_\_ No, I vote to reject the proposed contract.

On August 27, 1998, the District's Board of Education ratified the tentative agreement. The minutes of the Board meeting state in pertinent part:

John Burke moved and Richard O'Connor seconded a motion that the School Board of New Berlin Public Schools ratify the tentative Agreement with the New Berlin Education Association regarding the final terms and conditions of:

- The 1998-99 portion of the 1997-99 Master Agreement with the New Berlin Education Association and;
- The 1999-2001 Master Agreement with the New Berlin Education Association, all as bargained with the authorized representatives of the New Berlin Education Association.

9. On September 2, 1998, the Association's Representative Council declared the Association's ratification vote null and void. The minutes of the September 2 Representative Council meeting state:

The vote of NBEA members to ratify Board Proposal was constitutionally correct; however, questions regarding future ballot control may need to be addressed. All this is a mute point, however, since both sides ratified an invalid contract, not legally workable under current state law.

Building Representatives agreed unanimously on a motion proposed by Russ Bednarek and seconded by Sue Torgerson to announce the ratification vote null and void and directed President Jack Stacy to contact the Board to come back to the table to discuss a tentative agreement under the parameters of current state law.

Building Reps and members are reminded that Jack Stacy is the sole spokesman for the Association as per our Constitution. None of us have the right to speak for NBEA. If anyone talks to parents, press or other interested parties, remember that you speak as an individual.

This information will be released in a formal statement to all members which will be delivered to each building. Reps are asked to distribute said fliers to members as soon as possible and also to call a building meeting to explain the information.

10. The District and the Association then returned to the bargaining table and reached a new tentative agreement which again linked settlement of the 1997-1999 agreement with settlement of the 1999-2001 agreement. Each agreement was again conditioned upon ratification of both agreements. The new tentative agreement is attached to this decision as Appendix B.

11. On October 1, 1998, the Association ratified the new tentative agreement. The Association's ratification ballot stated:

YES, I VOTE TO RATIFY THE 1998-99 PORTION OF THE 1997-98 (sic) MASTER AGREEMENT WITH THE NEW BERLIN BOARD OF EDUCATION, AND THE 1999-2001 MASTER AGREEMENT WITH THE NEW BERLIN BOARD OF EDUCATION.

NO, I VOTE NOT TO RATIFY THE 1998-1999 PORTION OF THE 1997-98 (sic) MASTER AGREEMENT WITH THE NEW BERLIN BOARD OF EDUCATION, AND THE 1999-2001 MASTER AGREEMENT WITH THE NEW BERLIN BOARD OF EDUCATION.

On October 5, 1998, the District ratified the new tentative agreement. The minutes of the October 5 District Board of Education meeting state in pertinent part:

Drew Novotny moved and Bill Moore seconded a motion that the School Board of New Berlin Public Schools ratify the tentative agreement with the New Berlin Education Association regarding the final terms and conditions of:

- The 1998-99 portion of the 1997-99 Master Agreement with the New Berlin Education Association and;
- The 1999-2001 Master Agreement with the New Berlin Education Association all as bargained with the authorized representatives of the New Berlin Education Association.

The parties thereafter printed and signed 1997-99 and 1999-2001 contracts.

Based on the above and foregoing Findings of Fact, the Commission makes and issues the following

**CONCLUSION OF LAW**

The District and the Association reached agreement on 1997-1999 and 1999-2001 contracts whose duration complies with Secs. 111.70(4)(cm)8m. b. and 111.70(4)(cn), Stats.

Based the above and foregoing Findings of Fact and Conclusion of Law, the Commission makes and issues the following

**DECLARATORY RULING**

The parties' 1997-1999 and 1999-2001 contracts are valid and binding.

Given under our hands and seal at the City of Madison, Wisconsin this 13<sup>th</sup> day of August, 1999.

**WISCONSIN EMPLOYMENT RELATIONS COMMISSION**

James R. Meier /s/

James R. Meier, Chairperson

A. Henry Hempe /s/

A. Henry Hempe, Commissioner

Paul A. Hahn /s/

Paul A. Hahn, Commissioner

New Berlin School District

MEMORANDUM ACCOMPANYING FINDINGS OF FACT,  
CONCLUSION OF LAW AND DECLARATORY RULING

POSITIONS OF THE PARTIES

The Petitioners

Petitioners argue the Municipal Employment Relations Act clearly requires that collective bargaining agreements for school district professional employes have a term of two years. Petitioners contend that the agreement ratified by the Association on October 1, 1998 is a three year agreement.

Petitioners primarily assert that the three year term of the agreement is established by the ratification choice faced by the Association. In this regard, Petitioners point out that Association members had to accept or reject the tentative agreement in its entirety. For the purposes of ratification, Association members did not have the ability to separate the 1998-99 portion of the tentative agreement from the 1999-2001 portion. In addition, the tentative agreement itself contains many inseparable references to the period 1998-2001.

Petitioners urge rejection of the District's efforts to seek an exception to the two year term requirement based on claims of the need for labor peace. They argue the statutory requirement for contract duration is clear and advances the legitimate interest of assuring the regular occurrence of the bargaining process.

Given the foregoing, the Petitioners ask that the three year contract be declared null and void. Petitioners argue that the District and the Association would then return to the bargaining table to complete their efforts to reach agreement on a 1997-1999 contract.

The District

The District contends that it has bargained two separate agreements with duration periods that comply with the clear requirements of Secs. 111.70(4)(cm)8m.b. and 111.70(4)(cn), Stats. Therefore, the District argues the agreements are valid.

The District asserts that there is nothing in the Municipal Employment Relations Act (MERA) which prohibits parties from bargaining two contracts at the same time or which grants employes the right to consider the ratification of only one contract at a time. The District argues that MERA leaves such matters to the parties in their efforts to creatively and voluntarily reach agreements.

Should the Commission find the relevant statutory provisions to be unclear, the District argues that Wisconsin law's encouragement of voluntary settlements and interest in harmonizing contracts with MERA both provide support for the legitimacy of the two contracts the parties' bargained and ratified.

Given the foregoing, the District asks that the contracts in dispute be found to be valid.

### **The Association**

The Association argues that it reached agreement with the District on 1998-99 and 1999-2001 agreements which violate Sec. 111.70(4)(cn), Stats.

It asserts that a review of the text of the agreements and the ratification process demonstrates that the two agreements are "overlapping" or "inextricably linked" in a manner which is inconsistent with Sec. 111.70(4)(cn), Stats.

The Association asks that the 1998-99 agreement be found to remain in full force and effect and that the 1999-2001 contract be submitted again to both parties for a separate ratification.

### **DISCUSSION**

All parties agree Secs. 111.70(4)(cm) 8m.b. and 111.70(4)(cn), Stats., require that the collective bargaining agreements for school district professional employees have a term of two years. Having reviewed the record and the arguments, we conclude that the District and the Association have valid 1997-1999 and 1999-2001 collective bargaining agreements which comply with this statutory requirement.

Our record includes copies of 1997-1999 and 1999-2001 collective bargaining agreements signed by both the District and the Association. The existence of these documents presumptively establishes that the District and the Association understood that they were reaching and did in fact reach agreement on 2 two year contracts in the fall of 1998.

Petitioners and the Association now attack the existence of the two contracts by arguing that in fact a tentative agreement was reached on a single three year contract which was then subjected to a single ratification process. We do not find this position to be persuasive for the following reasons.

The parties began bargaining a successor to the 1995-1997 agreement in April 1997. The parties' 1995-97 contract expired on June 30, 1997. Thus, at the time the parties reached their tentative agreement in the fall of 1998, they had been attempting to bargain a successor

for almost a year and one-half and had already gone more than one year without a contract. If they had only settled the 1997-1999 agreement in the fall of 1998, the parties would have been returning to the bargaining table shortly thereafter (the spring of 1999) to bargain the next contract. Thus, although Petitioners correctly argue that statutory limitations on contract length “. . . assure the regular occurrence of the bargaining process.” CITY OF BROOKFIELD v. WERC, 153 WIS.2D 238, 243 (CT. APP 1983), this statutory interest in regularity does not prevent parties from exercising common sense and choosing to avoid almost perpetual bargaining. In this factual context, in the fall of 1998, it was not inconsistent with MERA and made good sense for the parties to consider the option of also settling a 1999-2001 contract.

Petitioners might well concede that the parties acted reasonably when they looked at the option of settling both the 1997-99 and 1999-2001 contracts in the fall of 1998. However, Petitioners nonetheless argue that the parties did not in fact reach agreement on 2 two year contracts but instead reached agreement on a three year contract covering the period of 1998-2001.

As previously noted, the existence of two signed two year contracts in our record provides a very substantial rebuttal to Petitioners' view. Acceptance of Petitioners' view would also require that we find that the parties chose not to even have a contract for the period of 1997-1998. Further, the text of the tentative agreement reached by the parties makes explicit reference to “. . . the 1999-2001 Master Agreement.” Lastly, the fact that there is only one tentative agreement covering two contracts is unremarkable in the context of the parties' agreement that neither party had the option of only ratifying one of the two contracts. While it is true that the substantive provisions of the tentative agreement only relate to the 1998-99, 1999-2000, and 2000-2001 years, our view is that this fact simply reflects the reality that the 1997-98 year had already passed.

Petitioners also cite the ratification process as evidence that the parties actually reached agreement on one contract of an illegal three year duration. Again the post ratification signing by the parties of 2 two year contracts is strong evidence otherwise. However, it is also noteworthy that the ballot choices confronting teachers and school board members alike are in fact consistent with the existence of 2 two year contracts. As reflected in Finding of Fact 11, the ratification ballot questions (while marred by a typographical error for the Association's members) explicitly state that 2 two year contracts are being presented to the voters for their consideration.

We acknowledge that the Petitioners also assert the parties do not have two valid contracts because there needed to be separate ratification votes if the parties were in fact seeking to ratify two separate agreements. We note that Petitioners have been unable to cite any MERA provision or MERA precedent that requires such a conclusion. While Petitioners' view is not an illogical one, we favor the view of the District to the effect that labor peace and the collective bargaining process are best served by allowing the parties the freedom to:

(1) conclude that they wish to require ratification of both agreements if either agreement is to be binding; and (2) structure their own ratification process as each sees fit. Thus, the ratification process followed by the parties does not provide a persuasive basis for invalidating either or both the agreements.

Given all of the foregoing, we conclude that the parties' 1997-99 and 1999-2001 contracts are valid.

Dated at Madison, Wisconsin this 13<sup>th</sup> day of August, 1999.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

James R. Meier /s/

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James R. Meier, Chairperson

A. Henry Hempe /s/

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A. Henry Hempe, Commissioner

Paul A. Hahn /s/

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Paul A. Hahn, Commissioner

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29665

APPENDIX A

TENTATIVE AGREEMENT

BETWEEN NEW BERLIN SCHOOL BOARD AND  
NEW BERLIN EDUCATION ASSOCIATION

1998-2001

AUGUST 19, 1998

All provisions of the current Master Agreement between the New Berlin School Board and the New Berlin Education Association shall continue in full force and effect, except as follows:

1. Effective July 1, 1998, the Appendix B extra pay schedule co-curricular base and all Appendix B payments which are not a function of the co-curricular base shall all be increased by 2%; such 2% increases shall occur only during the 1998-99 portion of the period covered by this Tentative Agreement.
2. The 1998-99 teacher salary schedules shall be as shown on the attached Appendices I and II; Appendix II includes six (6), four (4) and two (2) new steps, respectively, at the BA, BA+12 and BA+24 columns. Such new salary schedule design shall apply only to teachers hired for the first time after the date of last ratification of the 1999-2001 Master Agreement; all teachers hired for the first time prior to that date shall continue to be subject to the current salary schedule design as shown on Appendix II.
3. Effective July 1, 1998, each teacher otherwise eligible for early retirement under the Master Agreement, in addition to all other benefits, shall be eligible for a retirement payment in accordance with the following schedule:

Age as Defined in V, L, 1 of Master Agreement	Years of District Service X \$500 up to a maximum of	Percentage of Column 2 payable to Retiree
57	\$15,000	100%
58	\$15,000	50%
59	\$15,000	20%
60 and up	\$15,000	-0-

Notwithstanding any other provision of this Tentative Agreement, a teacher who early retires in 1998-99, 1999-2000 or 2000-01 with a minimum of 20 years service to the District shall receive 100% of the payment determined by multiplying years of District service times \$500, up to a maximum of \$15,000. All early retirement payments shall be made in three (3) annual installments, with the first installment paid prior

to the June 30 of the year of retirement and the second and third installments paid no later than the June 30 of the two consecutive years immediately following the year of retirement. Deductions, such as state and federal income tax withholding, social security tax, and other taxes, will be made as required by law. If an early retiree dies before payment of the full amount owing, the remaining balance shall be paid to a beneficiary named by the decedent on a form provided by the District or, if such designation has not been made, to the estate of the decedent.

4. Effective July 1, 1998, the District shall begin providing laptop computers to all teachers; the primary use of such computers shall be for school-related purposes. Such computers shall be provided to one-third of the teaching staff during the 1998-99 school year, another one-third during the 1999-2000 school year and all other teachers during the 2000-01 school year. The Administration, in its discretion, after consultation with the NBEA, shall decide which teachers shall receive computers in which years. The District shall retain ownership of, or a lessee's interest in, each computer and shall be responsible for all maintenance and upkeep except as may be required because of the negligence of the teacher. Any teacher who retires on or before June 30, 2001 who has been a regular full-time employee of the District for not less than twenty (20) years and has not chosen to receive a computer prior to retirement shall receive a one-time payment of \$2,000 on or before the June 30 of the year of retirement. Deductions, such as state and federal income tax withholding, social security tax, and other taxes, will be made as required by law. If the retiree dies before payment of the full \$2,000, the remaining balance shall be paid to a beneficiary named by the decedent on a form provided by the District or, if such designation has not been made, to the estate of the decedent. When a teacher who has received a computer ceases employment with the District for any reason, he/she shall return the computer to the District no later than the date of termination.

5. Add the following to IV,I of the Master Agreement:

“Effective July 1, 1998 in addition to all other authority to assign work under the Master Agreement, the Board, in its discretion, as part of implementing the New Berlin Commitment and other Board-adopted learning standards, all as may be amended from time to time, may require all teachers to participate in a maximum of forty hours per school year of staff training without any additional pay. In all situations in which work is assigned under this section or section (contract cross reference to be added) of the Master Agreement, the Administration shall designate in advance the contractual category of such work.”

6. The teacher salary schedules for 1999-2000 and 2000-01 shall be calculated no later than August 15, 1999 and August 15, 2000, respectively, in accordance with the same methodology used to formulate

the 1998-99 salary schedule. Such calculation shall produce a 3.8% total compensation and fringe benefit package increase for each year based on the cast forward, QEO 1, QEO 2, Qualified Economic Offer rules of the Wisconsin Employment Relations Commission in effect on August 1, 1998, using 1998-99 as the "base year" for calculation purposes.

7. Effective July 1, 2000, Article V,B.4 of the Master Agreement shall be amended to read as follows:

"The regular workday is:

7-1/2 hours for teachers of grades K-6, including a thirty (30) minute duty-free lunch.

"8 hours for middle and high school teachers; such middle school/high school work day shall consist of an average of 270 minutes of teacher/pupil instructional contact time per day for the school year, a thirty-minute (30) duty-free lunch, an average of 90 minutes of preparation time per day for the school year, and a 45-minute duty assignment."

8. Effective July 1, 2000, (a) Article IV,K shall be deleted from the Master Agreement and (b) no teacher shall be required to perform a 6<sup>th</sup> class assignment under the scheduling format in effect on the date of last ratification of this Tentative Agreement.
9. The middle school/high school work day during the 1999-2000 school year shall be a transition to the 2000-01 middle school/high school teacher work day described in section seven (7) of this Tentative Agreement. As part of that transition, middle and high school teachers shall work the same work day as required by the current Master Agreement provided that such middle and high school teachers (a) shall tutor or provide other special help for students during one preparation period every other school day and (b) shall participate in 20 hours of staff training, without any additional pay, in addition to all other staff training required by the current Master Agreement and section five (5) of this Tentative Agreement. Such additional 20 hours of staff training shall be required only during the 1999-2000 school year and may be used only with respect to planning and training for the implementation of the new teacher work day and related scheduling changes to take effect in 2000-01.
10. Effective July 1, 1998 and continuing through June 30, 2001, the base salary number in Article IV,B shall be the same as the step 1, class IV salary figure on the then current teacher salary schedule, all as amended from time to time.



BASE SALARY      \$27,879      APPENDIX A  
1998-99

STEP	BA CLASS IV	BA+12 CLASS V	BA+24 CLASS VI	BA +36 MA CLASS VII	BA+48 MA+12 CLASS VIII	BA+60 MA+24 CLASS IX
1	\$27,879	\$29,002	\$30,118	\$31,229	\$32,334	\$33,440
2	\$28,440	\$29,557	\$30,668	\$31,779	\$32,890	\$34,007
3	\$29,844	\$31,048	\$32,247	\$33,422	\$34,615	\$35,802
4	\$30,452	\$31,645	\$32,837	\$34,018	\$35,211	\$36,404
5	\$31,048	\$32,247	\$33,422	\$34,615	\$35,802	\$37,006
6	\$31,645	\$32,837	\$34,018	\$35,211	\$36,404	\$37,603
7	\$32,247	\$33,422	\$34,615	\$35,802	\$37,006	\$38,199
8	\$32,837	\$34,018	\$35,211	\$36,404	\$37,603	\$39,100
9	\$33,422	\$34,615	\$35,802	\$37,006	\$38,199	\$39,994
10	\$34,018	\$35,211	\$36,404	\$37,603	\$39,100	\$40,895
11	\$34,615	\$35,802	\$37,006	\$38,199	\$39,994	\$41,789
12	\$35,211	\$36,404	\$37,603	\$39,100	\$40,895	\$42,684
13	\$35,802	\$37,006	\$38,199	\$39,994	\$41,789	\$43,573
14	\$36,404	\$37,603	\$39,100	\$40,895	\$42,684	\$44,461
15	\$37,006	\$38,199	\$39,994	\$41,789	\$43,573	\$45,344
16	\$37,603	\$39,100	\$40,895	\$42,684	\$44,461	\$46,256
17	\$38,199	\$39,994	\$41,789	\$43,573	\$45,344	\$47,139
18	\$39,100	\$40,895	\$42,684	\$44,461	\$46,256	\$48,052
19	\$39,696	\$41,509	\$43,292	\$45,344	\$47,139	\$48,952
20	\$40,561	\$42,234	\$44,181	\$46,256	\$48,052	\$49,835
21	\$41,397	\$43,070	\$45,017	\$47,139	\$48,952	\$50,724
22	\$42,234	\$43,906	\$45,853	\$48,052	\$49,835	\$51,624
23	\$42,929	\$44,602	\$46,555	\$48,952	\$50,724	\$52,536
24	\$43,625	\$45,298	\$47,250	\$51,332	\$53,086	\$54,852
25	\$48,476	\$50,160	\$51,845	\$57,209	\$58,823	\$60,415

BASE SALARY \$27,879 APPENDIX II Hired after \_\_\_\_\_, 1998  
1998-99

BA CLASS IV	BA+12 CLASS V	BA+24 CLASS VI	MA CLASS VII	MA+12 CLASS VIII	MA+24 CLASS IX
\$27,879	\$29,002	\$30,118	\$31,229	\$32,334	\$33,440
\$28,565	\$29,757	\$30,953	\$31,779	\$32,890	\$34,007
\$29,251	\$30,512	\$31,788	\$33,422	\$34,615	\$35,802
\$29,937	\$31,267	\$32,623	\$34,018	\$35,211	\$36,404
\$30,623	\$32,022	\$33,458	\$34,615	\$35,802	\$37,006
\$31,309	\$32,777	\$34,293	\$35,211	\$36,404	\$37,603
\$31,995	\$33,532	\$35,128	\$35,802	\$37,006	\$38,199
\$32,681	\$34,287	\$35,963	\$36,404	\$37,603	\$39,100
\$33,367	\$35,042	\$36,798	\$37,006	\$38,199	\$39,994
\$34,053	\$35,797	\$37,633	\$37,603	\$39,100	\$40,895
\$34,739	\$36,552	\$38,468	\$38,199	\$39,994	\$41,789
\$35,425	\$37,307	\$39,303	\$39,100	\$40,895	\$42,684
\$36,111	\$38,062	\$40,138	\$39,994	\$41,789	\$43,573
\$36,797	\$38,817	\$40,973	\$40,895	\$42,684	\$44,461
\$37,483	\$39,572	\$41,808	\$41,789	\$43,573	\$45,344
\$38,169	\$40,327	\$42,643	\$42,684	\$44,461	\$46,256
\$38,855	\$41,082	\$43,478	\$43,573	\$45,344	\$47,139
\$39,541	\$41,837	\$44,313	\$44,461	\$46,256	\$48,052
\$40,227	\$42,592	\$45,148	\$45,344	\$47,139	\$48,952
\$40,913	\$43,347	\$45,983	\$46,256	\$48,052	\$49,835
\$41,599	\$44,102	\$46,818	\$47,139	\$48,952	\$50,724
\$42,285	\$44,857	\$47,653	\$48,052	\$49,835	\$51,624
\$42,971	\$45,612	\$48,488	\$48,952	\$50,724	\$52,536
\$43,657	\$46,367	\$49,323	\$51,332	\$53,086	\$54,852
\$44,343	\$47,122	\$50,158	\$57,209	\$58,823	\$60,415
\$45,029	\$47,877	\$50,993			
\$45,715	\$48,632	\$51,845			
\$46,401	\$49,387				
\$47,087	\$50,160				
\$47,773					
\$48,476					

## APPENDIX B

### PROPOSED CHANGES TO RATIFIED AGREEMENT BETWEEN NEW BERLIN SCHOOL BOARD AND NEW BERLIN EDUCATION ASSOCIATION

All provisions of the current Master Agreement between the New Berlin School Board and the New Berlin Education Association shall continue in full force and effect, except as follows:

1. Effective July 1, 1998, the Appendix B extra pay schedule co-curricular base and all Appendix B payments which are not a function of the co-curricular base shall all be increased by 2%; such 2% increases shall occur only during the 1998-99 portion of the period covered by this Tentative Agreement.
2. The 1998-99 teacher salary schedules shall be as shown on the attached Appendices I and II; Appendix II includes thirteen (13), eleven (11) and nine (9) new steps, respectively, at the BA, BA+12 and BA+24 columns. Such new salary schedule design shall apply only to teachers hired for the first time after the date of last ratification of the 1999-2001 Master Agreement; all teachers hired for the first time prior to that date shall continue to be subject to the current salary schedule design as shown on Appendix II.
3. Effective July 1, 1998, each teacher who early retires at the age of 57, as such age is defined in V,L,1 of the Master Agreement, in addition to all other benefits, shall be eligible for a retirement payment of five hundred dollars (\$500) for each year of District service up to a maximum of fifteen thousand dollars (\$15,000.00).

Notwithstanding any other provision of this Tentative Agreement, however, a teacher who early retires in 1998-99, 1999-2000 or 2000-01 at the age of at least 58 and less than 62, as such ages are defined in V,L,1 of the Master Agreement, shall also receive a payment of \$500 for each year of District service up to a maximum of fifteen thousand dollars (\$15,000.00).

All early retirement payments shall be made in three (3) annual installments, with the first installment paid prior to the June 30 of the year of retirement and the second and third installments paid no later than the June 30 of the two consecutive years immediately following the year of retirement. Deductions, such as state and federal income tax withholding, social security tax, and other taxes, will be made as required by law. If an early retiree dies before payment of the full amount owing, the remaining balance shall be paid to a beneficiary named by the decedent on a form provided by the District or, if such designation has not been made, to the estate of the decedent.

Effective July 1, 1998, M,6,b(1) of the Master Agreement shall be deleted, the remaining portions of M,6,b shall be renumbered as appropriate and the following new section M,6,b,4 created:

4. In the case of a teacher who early retires at the age of 55 or 56, as such age is defined in V,L,1 of the Master Agreement, the Board shall contribute, throughout the period for which the teacher is eligible for Board contributions to the cost of health insurance pursuant to this section, a maximum of 100% of the actual premium dollar amount paid by the Board for that retiree for the retiree's final month of pre-early retirement employment with the District.

4. Effective July 1, 1998, the District shall begin providing laptop computers to all teachers; the primary use of such computers shall be for school-related purposes. Such computers shall be provided to one-third of the teaching staff during the 1998-99 school year, another one-third during the 1999-2000 school year and all other teachers during the 2000-01 school year. The Administration, in its discretion, after consultation with the NBEA, shall decide which teachers shall receive computers in which years. The District shall retain ownership of, or a lessee's interest in, each computer and shall be responsible for all maintenance and upkeep except as may be required because of the negligence of the teacher. Any teacher who retires on or before June 30, 2001 who has been a regular full-time employee of the District for not less than twenty (20) years and has not chosen to receive a computer prior to retirement shall receive a one-time payment of \$2,000 on or before the June 30 of the year of retirement. Deductions, such as state and federal income tax withholding, social security tax, and other taxes, will be made as required by law. If the retiree dies before payment of the full \$2,000, the remaining balance shall be paid to a beneficiary named by the decedent on a form provided by the District or, if such designation has not been made, to the estate of the decedent. When a teacher who has received a computer ceases employment with the District for any reason, he/she shall return the computer to the District no later than the date of termination.

5. Add the following to IV,I of the Master Agreement:

“Effective July 1, 1998, in addition to all other authority to assign work under the Master Agreement, the Board, in its discretion, as part of implementing the New Berlin Commitment and other Board-adopted learning standards, all as may be amended from time to time, shall require all teachers to participate in a maximum of forty hours per school year of staff training without any additional pay. In all situations in which work is assigned under this section or section \_\_\_\_\_ of the Master Agreement, the Administration shall designate in advance the contractual category of such work.”

6. The teacher salary schedules for 1999-2000 and 2000-01 shall be calculated no later than August 15, 1999 and August 15, 2000, respectively, in accordance with the same methodology used to formulate the 1998-99 salary schedule. Such calculation shall produce a 3.8% total compensation and fringe benefit package increase for each year based on the cast forward, QEO 1, QEO 2, Qualified Economic Offer rules of Wisconsin Employment Relations Commission in effect on August 1, 1998, using 1998-99 as the “base year” for calculation purposes.

7. Effective July 1, 2000, Article V,B.4 of the Master Agreement shall be amended to read as follows:

“The regular workday is:

7-1/2 hours for teachers of grades K-6, including a thirty (30) minute duty-free lunch.

“8 hours for middle and high school teachers; such middle school/high school work day shall consist of an average of 270 minutes of teacher/pupil instruction contact time per day for the school year, a thirty-minute (30) duty-free lunch, an average of 90 minutes of preparation time per day for the school year, and a 45-minute duty assignment.”

8. Effective July 1, 2000, (a) Article IV,K shall be deleted from the Master Agreement and (b) no teacher shall be required to perform a 6<sup>th</sup> class assignment under the scheduling format in effect on the date of last ratification of this Tentative Agreement.

9. The middle school/high school work day during the 1999-2000 school year shall be a transition to the 2000-01 middle school/high school teacher work day described in section seven (7) of this Tentative Agreement. As part of that transition, middle and high school teachers shall work the same work day as required by the current Master Agreement provided that such middle and high school teachers shall tutor or provide other special help for students during one preparation period every other school day.

10. Effective July 1, 1998 and continuing through June 30, 2001, the base salary number in Article IV,B shall be the same as the step 1, class IV salary figure on the then current teacher salary schedule, all as amended from time to time.



BASE SALARY      \$27,879      APPENDIX 1  
1998-99

STEP	BA CLASS IV	BA+12 CLASS V	BA+24 CLASS VI	BA +36 MA CLASS VIII	BA+48 MA+12 CLASS VIII	BA+60 MA+24 CLASS IX
1	\$27,879	\$29,002	\$30,118	\$31,229	\$32,334	\$33,440
2	\$28,440	\$29,557	\$30,668	\$31,779	\$32,890	\$34,007
3	\$29,844	\$31,048	\$32,247	\$33,422	\$34,615	\$35,802
4	\$30,452	\$31,645	\$32,837	\$34,018	\$35,211	\$36,404
5	\$31,048	\$32,247	\$33,422	\$34,615	\$35,802	\$37,006
6	\$31,645	\$32,837	\$34,018	\$35,211	\$36,404	\$37,603
7	\$32,247	\$33,422	\$34,615	\$35,802	\$37,006	\$38,199
8	\$32,837	\$34,018	\$35,211	\$36,404	\$37,603	\$39,100
9	\$33,422	\$34,615	\$35,802	\$37,006	\$38,199	\$39,994
10	\$34,018	\$35,211	\$36,404	\$37,603	\$39,100	\$40,895
11	\$34,615	\$35,802	\$37,006	\$38,199	\$39,994	\$41,789
12	\$35,211	\$36,404	\$37,603	\$39,100	\$40,895	\$42,684
13	\$35,802	\$37,006	\$38,199	\$39,994	\$41,789	\$43,573
14	\$36,404	\$37,603	\$39,100	\$40,895	\$42,684	\$44,461
15	\$37,006	\$38,199	\$39,994	\$41,789	\$43,573	\$45,344
16	\$37,603	\$39,100	\$40,895	\$42,684	\$44,461	\$46,256
17	\$38,199	\$39,994	\$41,789	\$43,573	\$45,344	\$47,139
18	\$39,100	\$40,895	\$42,684	\$44,461	\$46,256	\$48,052
19	\$39,696	\$41,509	\$43,292	\$45,344	\$47,139	\$48,952
20	\$40,561	\$42,234	\$44,181	\$46,256	\$48,052	\$49,835
21	\$41,397	\$43,070	\$45,017	\$47,139	\$48,952	\$50,724
22	\$42,234	\$43,906	\$45,853	\$48,052	\$49,835	\$51,624
23	\$42,929	\$44,602	\$46,555	\$48,952	\$50,724	\$52,536
24	\$43,625	\$45,298	\$47,250	\$51,332	\$53,086	\$54,852
25	\$48,476	\$50,160	\$51,845	\$57,209	\$58,823	\$60,415



## INSERVICE HOURS

1. Staff may voluntarily attend inservice sessions at times other than those listed.
2. Staff will not be required to attend inservice during any of the following times:
  - A. During the summer break
  - B. Weekends, including Friday after the scheduled work day
  - C. First two weeks of school year
  - D. Last two weeks of school year
  - E. Weeks shortened by holiday breaks
  - F. Any week in which there are parent-teacher conferences or grades due
  - G. When feasible, each inservice will be offered both before and after the work day to better accommodate teachers' schedules
  - H. Graduate work pertaining to District benchmarks and standards, if approved in advance by the Director of Curriculum/Staff Development, will count one hour per semester credit toward the required 40 hours inservice
  - I. No more than two hours of inservice may be required in any week

All inservice must be approved by the Director of Curriculum/Staff Development with input from the President of the New Berlin Education Association.

<u>John R. Stary /s/</u>	<u>9/23/98</u>
President, New Berlin Education Association	Date

<u>James E. Bernfield /s/</u>	<u>September 23, 1998</u>
Superintendent, New Berlin Public Schools	Date