

STATE OF WISCONSIN

RECEIVED

BEFORE THE MEDIATOR/ARBITRATOR

MAY 28 1981

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In the Matter of the	:	WISCONSIN EMPLOYMENT
Mediation/Arbitration Between	:	RELATIONS COMMISSION
HERMAN CONSOLIDATED EDUCATION	:	Case IV
ASSOCIATION	:	No. 26071 MED/ARB-683
and	:	Decision No. 18037-A
HERMAN CONSOLIDATED DISTRICT #22	:	
SCHOOL BOARD	:	

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APPEARANCES:

Kenneth Cole, Wisconsin Association of School Boards, appearing on behalf of Herman Consolidated District #22 School Board.

Dennis G. Eisenberg, Cedar Lake United Educators Council, appearing on behalf of the Herman Consolidated Education Association.

ARBITRATION HEARING BACKGROUND:

On September 25, 1980, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator, pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse between the Herman Consolidated District #22 School Board, hereinafter referred to as the Employer, and the Herman Consolidated Education Association, referred to herein as the Association. Pursuant to the statutory requirement, mediation proceedings were conducted between the parties on November 19, 1980. Mediation failed to resolve the impasse. On January 6, 1981, an arbitration hearing before the mediator/arbitrator was held. At that time, the parties were given full opportunity to present relevant evidence and make oral argument. The proceedings were not transcribed, but post hearing briefs and reply briefs were filed with and exchanged through the mediator/arbitrator.

THE ISSUES:

Two issues remain at impasse between the parties. They are compensation in 1980/1981 and the extent to which the contract shall be reopened for 1981/1982. The final offers of the parties appear attached as Appendix "A" and "B".

STATUTORY CRITERIA:

Since no voluntary impasse procedure was agreed to between the parties regarding the above impasse, the undersigned, under the Municipal Employment Relations Act, is required to choose the entire final offer of one of the parties on all unresolved issues.

Section 111.70(4)(cm)7 requires the Mediator/Arbitrator to consider the following criteria in the decision process:

- A. The lawful authority of the municipal employer.

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

POSITIONS OF THE PARTIES:

Although two issues remain at impasse between the parties, the salary schedule is the primary unresolved issue. Differences lie in the base salary figure, the number of lanes, the number of years required to achieve a lane change, the number of steps within the salary schedules, the vertical and horizontal index amounts, and in implementation of the salary schedule. Additionally, the parties differ as to which communities they consider comparable in support of their argument toward implementation of a final offer.

The Employer, contending that historically the feeder schools to Hartford High School have been the comparable districts, proposes as comparables Richfield #2, Richfield #7, Richfield #11, Erin #2, Neosho #3, Rubicon #6 and Hartford Elementary #1. The Association agrees that these districts should be considered among the comparable districts, but declares that other school districts should also be considered.

The Association contends that the primary comparables should be Hartford Elementary #1 and the Hartford Union High School. Additionally the Association states that, in descending order, comparability should be considered pertinent to the CESA District, the elementary feeder schools, the contiguous K-12 schools, the Cedar Lake United Educators UniServ area, the WIAA athletic conference and all districts state-wide. The Association argues that these are all appropriate comparables for varying reasons.

In support of its argument that Hartford High School and the Hartford Elementary School are the primary comparables, the

Association notes that the services provided by the Association's teachers and the teachers in the Hartford High School and the Hartford Elementary School are nearly identical and the working conditions and benefits are similar. Additionally, the districts have the same common in-service days and provide curriculum at the elementary level that prepares students for attendance at the High School. Further, the taxpayers for the elementary schools are the same taxpayers for the High School which should establish a similar willingness to pay for education at all levels.

The District:

The District argues that the Association has proposed a salary schedule which differs substantially from that which previously existed and it has not demonstrated justification for conversion to a schedule almost identical to the Hartford High School schedule. Further, the District contends that its offer is basically a generous offer which maintains the District in relative position to the other feeder schools and, more importantly, is the maximum that the District can afford. In support of its position the Employer states that it has cut its budget expenditures so that the proper programming can be maintained, that it has exceeded cost controls in three of the last four years, and that it is projected to exceed them again in 1980/1981. The Employer continues that it has lost approximately one-third of its enrollment in the last five years and has the highest cost per pupil and highest tax rate of the comparable school districts. Additionally, the District asserts that its offer results in the District's position improving relative to average salaries in the other districts and that its offer is in excess of the increases in the cost of living index for either the National Series or the Small Metro Areas. Finally, the District asserts that it is unable to offer more since it has conducted several referenda to exceed cost controls without success. In summary, the Employer concludes that its offer must be the one selected since it has an inability to pay more than it has offered and implementation of the Association's offer would result in a monumental change in the bargaining relationship.

As to the question raised regarding reopeners in the second year, the Employer states that it is an inappropriate issue. It is their contention that a previous commitment to negotiate only the salary schedule was made by the Association during negotiations.

The Association:

The Association challenges the Employer's position stating that the 1979/1980 salary schedule reflects a bilateral agreement to phase in the Hartford Elementary salary schedule, thus their offer does not reflect any change in direction from the previous year's negotiations. In addition to the need for "catch up", which is most noticeable at the MS+0 maximum position, the Association states that the Employer's proposal is regressive and eliminates the index system concept at the Herman District which exists at the Hartford Elementary School and at several of the other feeder schools. Finally, the Association asserts that its offer is the better offer in that it seeks to continue the current salary schedule which Herman teachers enjoy and attempts to provide "catch up" by implementing last year's schedule for the first 85 contract days of the school year and the new salary schedule for the remaining 105 contract days. The result is a 4.7% increase over the previous year's salary costs. The Association notes that this is the same approach that was taken in Richfield #2, Flat Elementary, and Rubicon #6.

The Association continues that it and the District have used substantially different methods for costing their final offers and contends that if the District is pleading an inability to pay, it is incumbent upon the undersigned to invoke the long-standing arbitral practice of considering the actual cost of the parties' offers rather than any other costing method. Using this method, the Association continues that the Employer has not challenged any of the Association's data pertinent to actual staff costs and, thus, the undersigned should rely exclusively upon the data provided by the Association. When this method is used, the Association asserts the Employer's offer represents an actual salary increase of \$165.00, or 1.35% and the Association's offer represents an \$800.00 increase, or a 6.54% increase in salary. Further, the Association states the total package increase is either .97% or 5.77% since there are roll downs in the health and dental insurance areas. These percentages, the Association continues, are substantially less than the actual salary increases reached in all of the other K-8 feeder districts which the District contends are comparable.

As to the District's argument relevant to inability to pay, the Association posits that the District's position is much more an unwillingness to pay than an inability to pay. Noting that the District states it has exceeded cost controls in almost every year since the inception of the law, the Association questions how this determines an inability to pay this year. The Association posits that exceeding cost controls does not reflect an inability to pay for school costs and that it is not unusual for districts to exceed cost controls. In support of its position, the Association notes that in the 1978/1979 school year 231 school districts were in excess of cost controls as of January, 1979, and by the end of the school year 66 school districts still reported over cost controls and the districts' fiscal reports showed that 120 were actually in excess of cost controls.

Further the Association contends that the District's argument lacks credibility since the District did not assume the responsibility of appropriately presenting an inability to pay argument. Citing Charles Mulcahy, the Association notes that it is "inappropriate for a municipal employer to raise new arguments in an interest arbitration proceeding," the Association avows the District never talked of inability to pay until the issue was raised during mediation, and, further, never took the responsibility during mediation or arbitration to indicate how the budget would need to be realigned if the Association's offer were implemented. Finally, pertinent to data submitted by the District to support its position of inability to pay, the Association contends the budget figures were nothing more than "guesstimates". The Association states that the District took action to increase its expenditures by transferring additional monies from the general fund to the school lunch fund when it could have raised additional revenues by charging the appropriate going rate for hot lunches. The Association also notes that the District "grossly under-estimated its deductible receipts," particularly in the handicapped aid category. Thus, the Association asserts the data provided by the Employer cannot be relied upon to show an inability to pay.

The Association, discarding the District's argument relative to inability to pay, asserts that its proposal provides more appropriate compensation for the Herman teachers no matter which comparability set is used. In support of its position the Association states that Herman teachers are at the bottom of any comparability setting, particularly in the cell where most of the employees remain, the BA+0 maximum position. Further, when it is considered that the District's offer decreases the District's

relative standing among the feeder schools, particularly in the MS and schedule maximum positions, the Association contends its offer more appropriately compensates the staff. Noting that the District's offer is regressive in four of the five benchmark points, the Association disputes the District's conclusion that its position compared to the other feeder schools remains unchanged.

The Association continues that the issue is not what the appropriate number of staff should be since there is a decline in the population at the school, but what is the appropriate amount of pay for those who remain to do the unit work. Noting that the Board President testified that it was the philosophy of the Board to maintain local control and that the school district has re-emphasized that philosophy through referendums on consolidation, the Association states that if the District chooses to retain a small expensively run school, then the electorate must also be willing to pay salaries to its teachers comparable to those of other educational facilities in the area.

In regard to the second issue, the Association argues that the tentative agreement reached by the parties established duration of the contract and not whether or not there would be reopeners. Thus, not only is it appropriate to have additional reopeners, but it is necessary since the District has implemented new work rules, which substantially alter the status quo, subsequent to the time that the parties engaged in negotiations over the current contract. Thus, the employees must be able to bargain over the impact of these decisions.

#### THE COMPARABLES:

The Association has taken the position that several schools, including the feeder schools to Hartford Union High School, should be considered as comparable to the Herman Consolidated School District #22. While there is merit in the argument that teachers in all school districts perform the same type of work, the undersigned does not draw the same conclusion that the Association does. To assume that all teachers perform the same type of work on approximately the same type of schedule and thus should be paid approximately the same ignores the economic and political diversity of the State. Unless education is a function of the State and paid for entirely by the State, it must be recognized that salary compensation, as well as fringe benefits and work loads, become functions of the political, social and economical demands of the area where the teachers reside. Affecting the compensation level for teachers in any given district is the district's ability to pay, its willingness to pay for education generally, the number of children who attend the schools, how many families have children who attend schools, the number of public and parochial schools in the area and many other factors. Thus, appropriately comparables encompass school districts in the same geographical area, districts of similar size and staff, districts of similar equalized values and other factors which address the social, economic and political realities of a given area. Thus, the undersigned concludes that, although the Association provides data attesting to geographic location of certain school districts and the fact that the staff and School Board members reside in districts other than the District in question, there is not sufficient data to establish appropriate comparables other than the feeder schools to Hartford Union High School and more specifically those feeder schools which are similar in size. Thus, the undersigned considers the following as the primary comparables: Richfield #2, Richfield #7, Richfield #11, Erin #2, Rubicon #6 and Neosho #3. Secondary consideration will

be given to the two largest systems within the comparable area: the Hartford Elementary School #1 and the Hartford Union High School.

DISCUSSION:

Since the District has argued inability to pay, it is essential to determine whether or not the District will have severe difficulty should either offer be implemented. The undersigned, upon analysis of the economic data presented, finds that the District has not effectively argued inability to pay. When an employer argues that acceptance of a final offer will significantly impact upon the district's economic status, the burden falls upon the Employer to demonstrate the actual impact. This was not done.

The undersigned found that the budget showed a significant increase in expected revenues while the expenditures remained near last year's expenditures. Further, there is no indication that serious budgeting problems have occurred in the past nor that unusual expenditures are expected. Additionally, while the District presented data attesting to the monies it had expended since the first of the year, it is noted that the District itemizes its expenditures on a pay out basis so the amount expended does not necessarily accurately address the cost of operations within a given school year. Thus, although the flow of cash may not be readily available, it appears there is substantial revenue to offset the expenditures should the District choose to continue operating as it has.

In regard to the exceeding of cost controls argument, the undersigned finds that the District made a conscious decision to exceed cost controls prior to the implementation of the budget. Implementation of either offer merely increases the amount by which they exceed the cost controls, thus this should not be a determinative argument. More consideration would have been given to this argument had the Employer attempted to abide by cost controls and had demonstrated how acceptance of either offer would affect the District in its operations. Further, it is noted that the District has exceeded cost controls a number of different years and no adverse impact upon the budget has been experienced to date, despite the fact that the District has lost State aids.

In regard to the practicality of the argument advanced by the Employer, the undersigned finds that no effort was made by the District to show inability to pay other than through reference to referenda being turned down by the electorate. It should be noted that the referenda referred to are questions put to the electorate as to whether or not the district may "exceed cost controls", not whether or not there is money to be expended within a budget or in any sense determinative of how that money within the budget should be spent. While the electorate turned down the referenda to exceed cost controls, there is no indication that the electorate does not support increases in salary for the teachers, nor that the District has no way to generate income to pay for increases in salary.

The Employer made reference to the fact that they have cut the budget as an indication that they were unable to continue in the manner in which they had been operating. The undersigned finds that the budget was cut only slightly and that again it was not as a result of inability to pay. The budget cuts came at the beginning of the year when the Board realized that it would exceed cost controls. It was a minor effort to make the budget conform with the State requirement. At that time the Board did not cut the

budget enough to conform to the cost controls.

The Employer noted that they had reduced staff in the past year. The undersigned finds this reduction was as much a result of decline in enrollment as it is an economy saving measure.

Finally, the Employer made no effort to establish a set of priorities for consideration by the undersigned. It has made no effort to minimize the cost of certain school programs such as the lunch program. It has made no effort to show what impact the Association's offer, if selected, would exist upon the budget. It did not present information indicating that there was pending litigation or a huge debt service which would require a substantial expenditure in the coming year. It did not show that there was a huge loss in revenues or a huge gain in expenditures which would justify an argument that there is relatively little money to spend on teachers' salaries. The primary argument presented by the Employer was that it had already committed its available money for the year. The undersigned finds this argument inappropriate when determining whether or not there is sufficient income to pay an increase in teachers' salaries. If this were to be a major factor in deciding whether or not a district is unable to pay salary increases, the result would be that every district could expend its sums during the delaying process of mediation/arbitration and then claim that there was no money available to compensate teachers. Thus, while the District would have the undersigned believe that there is an inability to pay, the data presented by the District was not sufficient to draw that conclusion.

Having drawn this conclusion, the undersigned turns to the merits of the final offers. While the Association has presented rather convincing arguments in support of establishing reopeners in the second year of the contract, the undersigned believes that more appropriately the subjects should have been dealt with in the current round of negotiations. Otherwise, there is no need for a two year contract as language reopeners merely reopen the door to essentially negotiating a new contract. This issue, however, will be decided by determining which wage offer is more reasonable.

In analyzing the salary issue, two aspects of it were considered: structure of the schedule and the impact of the wage offer.

The Association argues that the previous year's salary schedule structure was changed in an effort to make it similar to the Hartford Union High School schedule and the District's current proposal is an attempt to move away from the previous agreement. The undersigned notes that while the schedule did change in the previous year, it was substantially different from the High School schedule. The Association's current offer creates a structure identical to that of the High School. Additionally, it is similar to the other feeder school salary schedules and is more consistent with those schedules than is the District's offer.

The undersigned finds there is some justification for similarity in the salary schedule structure for the feeder schools and the Union High School. Theoretically, the feeder schools are educating students to prepare them to enter the Union High School. Thus, the feeder schools adopt similar curriculum, place similar demands on the elementary teachers, and expect the students to receive similar educations. It follows, then, that the teachers should have some expectation that their salary schedule structures be similar to that of other feeder schools and similar to that of the Union High School. It is also apparent, however, that school districts which choose to operate independently prefer to maintain

independence and to make choices which they believe are in the best interest of their District. While the undersigned finds, as other arbitrators have, that eventually the districts will move toward the High School schedule, she does not believe that this is the factor which should determine which final offer is more reasonable.

There are several differences between the parties' offers relative to wages. Below are charts which identify the impact of the offers in maintaining rank among the most comparable feeder schools and the impact of the offers as dollar increases or decreases over the previous year's position.

RANK<sup>1</sup>

	BA Min.	BA Max.	MA Min.	MA Max.	Sch. Max.
1979	5	6	6	5	3
1980					
Board Offer: <sup>2</sup>	5	6	6	5	5
Assn. Offer: <sup>2</sup>	2	1	3	2	2

<sup>1</sup>These rankings are based on a comparison of the feeder schools excluding Hartford Elementary Joint #1.

<sup>2</sup>This rank is established by implementation of the year end figure and the number reflects a tie with Richfield #2.

EFFECT OF 1980 OFFERS OVER POSITION IN RANK IN 1979<sup>1</sup>

	BA Min.	BA Max.	MA Min.	MA Max.	Sch. Max.
1979	-175	-635	-185	-22	-470
1980					
Board Offer:	-500	-200	-353	-850	-1750
Assn. Offer:	+50	+868	+792	+900	+437

<sup>1</sup>These figures represent the dollar difference between Herman and the position in rank immediately above it. I.e., BA Max: Herman in 1979 was ranked in 6th place and the -635 represents the dollar difference between 5th place and Herman. In 1980, Herman under the Board's offer maintains its position of 6th and the dollar difference between the 6th and 5th position is -200. However, in 1980, under the Association's offer, the District would move to a tie with 1st place and the difference between the 5th place position and 1st place is +868. Thus, in the BA Max. position, the District's offer improves the teachers' standing by \$435 and the Association's offer improves the teachers' standing by \$1,503 over its rank in 1979.

An analysis of the Employer's offer finds that it maintains the approximate ranking of 1979 except in the schedule maximum area where the ranking is diminished from 3rd position to 5th. While it is true that the District's offer does improve its position in relationship to the average salary increases, the undersigned finds that the District's offer widens the spread between the District's position and the rank immediately above it in all benchmark positions



except the BA maximum position. The end result, thus, is the Employer's offer provides the greatest salary benefit to one-third of the teachers within the District.

The Association arguing "catch-up", takes the position that split implementation of salary schedules will reduce the actual cost to the District but will result in improving the District's position among the feeder schools and compensate teachers at an appropriate rate for the area. The Association's offer significantly improves the rank of the District resulting in maintaining comparable compensation levels for one-third of the teachers and improving benefits for two-thirds of the teachers.

The question then becomes, given the comparables, which of these offers is more reasonable. The undersigned finds that neither offer is totally acceptable. The Employer's offer results in one-third of the teachers receiving an improvement in salary and two-thirds of the teachers receiving a lower disproportionate increase in comparison to other teachers within comparable districts. The Association's offer, while more equitable to the teachers, is an effort to "catch up" in one "fell swoop". Neither offer maintains the relationship established in the prior contract.

The Employer's offer, while maintaining rank, increases the spread of dollars which establishes it within the rank. The impact upon the teachers is adverse. The Association's offer significantly moves the District ahead in rank to a position that it should more appropriately hold based upon the District's wealth, but which is not justified on the basis of comparable district increases. Further, while the Association argues "catch up", no historical data was presented which established that the District had ever maintained a rank other than the one it presently occupies. Thus, after applying the statutory criteria, the undersigned concludes that the District's offer is more appropriate even though it has an adverse impact upon the teachers.

There are several reasons for the above conclusion. Both parties advance several arguments which must be dealt with when the statutory criteria are applied. The Employer, arguing an inability to pay, presented data which more readily reflected an unwillingness to pay than an ability to pay. Further, the Employer argues that the Association's offer should not be accepted because it currently has the highest cost per pupil and the highest tax rate among the comparable schools. The undersigned notes that the tax rate is concurrent with the wealth of the District. The District, the wealthiest among the feeder schools, receives a minimum of State aid partially because of the wealth of the District and partially because it has exceeded cost controls in the past. The highest cost per pupil issue, however, is reflective of high administrative costs since the other districts that are considered comparable pay more compensation to their teachers and yet have lower cost per pupil expenditures. Because the District is the wealthiest, there is an expectation that the teachers should be compensated at a rate equivalent to the District's wealth as compared to other districts and their rates equivalent to their wealth. Therefore, a conclusion could be drawn that the District has been significantly under-paying its teachers over the years. The District has espoused a philosophy wherein they have emphasized that they do not believe in loss of local control. They prefer to continue to operate their District even though the number of students is diminishing and there is the need to reduce staff and cut back on maintenance of the building. This is a commendable philosophy. However, the expectation should not be that because the decision has been made to retain local control and to operate a district that continues to lose students, teachers should be under-compensated

in order to make up the difference in the cost of maintaining that philosophy. Additionally, the District cannot expect to be insulated from pressure by the teachers to be similar to the other feeder schools and to the high school into which they feed.

In determining the fiscal impact of the parties' offers, it is noted that the parties costed their offers in different manners. The Employer represents the cost as the total amount of new money to individual teachers, including increases in steps and educational advancement as well as the increase on the base. As a result, the Employer states that the increase to the teachers, if the Employer's offer is accepted, would be 14.08% on the average and 20.02% on the average if the Association's offer is accepted. While all of the step movement and educational advancement movement as well as the increase on the base does reflect the total money increase to the teacher, some of that increase is not totally an unexpected cost to the Employer.

The Association costs its package on the basis of actual cost as the result of the Employer's claim of inability to pay. Based on the fact that the District reduced its full time teacher equivalency from 11.4 teachers to 9.9 teachers and that the result is a roll down in the cost of health insurance and dental insurance, the Association notes that the actual increases in cost to the Employer are minimal. The Association concludes that the Employer's offer for the total package costs amounts to .97% increase and that the Association's offer amounts to a 5.77% increase.

Neither set of percentages offered by the parties reflects what the increases represent compared to other districts' package costs although the Association did attempt to compare actual implementation costs with actual costs of other districts. However, unless a true inability to pay is presented, the undersigned does not rely upon actual costs as the appropriate costing method. Thus, the undersigned has not relied upon percentage increases to determine which offer is more reasonable.

The Employer argues that its offer should be accepted because it maintains the previous relative position in the feeder schools; the offer improves the compensation of the teachers over the average compensation in the districts, and the amount it offers exceeds the cost of living index figure. The Association argues that the schedule should be similar to the Hartford Union High School schedule and the dollar amount requested by the Association is needed for "catch up", particularly when the MA lanes and the Schedule Maximum figure is considered. The undersigned believes there is merit in maintaining position and does not necessarily believe that there is the demand for the districts to improve their position. The undersigned finds fault with the Employer's offer in that it does not provide an appropriate comparable increase. However, the Association has not provided a persuasive argument for "catch up" that justifies the significant moves ahead sought.

Thus, having reviewed the evidence and arguments and after applying the statutory criteria and having concluded that the Employer's offer is more acceptable as to the pay increase, that the salary schedule structure should more appropriately be decided in negotiations and that language reopeners should be dealt with in initial negotiations or determined by duration of the contract, the undersigned makes the following

AWARD

The final offer of the Employer, along with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor collective bargaining agreement which remain unchanged during the course of bargaining, are to be incorporated into the collective bargaining agreement as required by statute.

Dated this 27th day of May, 1981, at La Crosse, Wisconsin.



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Sharon K. Imes  
Mediator/Arbitrator

SKI/mls

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MAY 29 1981

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

HERMAN CONSOLIDATED EDUCATION ASSOCIATION

FINAL OFFER

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ARTICLE II, NEGOTIATIONS PROCEDURE, the first sentence in Section 2.01 is amended in its entirety as follows:

"2.01 Procedure for Review of Agreement on Wages, Hours, and Other Conditions of Employment."

ARTICLE XXVI, TERM OF THE AGREEMENT, Section 26.01 is amended in its entirety as follows:

"26.01 The provisions of this agreement shall be effective as of the first day of August, 1980 and shall continue and remain in full force and effect as binding on the parties until the thirty-first day of July, 1982; provided, however, that either party may reopen the following areas for the term of August 1, 1981 to July 31, 1982: 1) Compensation, 2) Any three (3) language items to be chosen by either party. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated."

# *Herman Consolidated*

## *District No. 22*

Route 1 Mayville, Wisconsin 53050

### FINAL OFFER OF THE BOARD OF EDUCATION HERMAN CONSOLIDATED DISTRICT #22 JULY 30, 1980

This offer is to be effective as of August 1, 1980, and shall continue and remain in full force and effect as binding on the parties until July 31, 1982, except the salary schedule as contained in Appendix A-1 shall be renegotiated for the 1981-82 school year.

The current agreement between the parties shall remain unchanged except as modified by this offer and the stipulation of tentative agreements between the parties.

APPENDIX A-1  
SALARY SCHEDULES FOR THE 1980-81 SCHOOL YEAR

HERMAN FINAL OFFER (Effective for the first eighty-five (85) contract days):

STEP	B.A.	BA+8	BA+16	BA+24	BA+30	M.A.	MA+8	MA+16	MA+24
1	10,650	10,916	11,182	11,448	11,714	11,980	12,246	12,512	12,778
2	11,183	11,449	11,715	11,981	12,247	12,513	12,779	13,045	13,311
3	11,715	11,981	12,247	12,513	12,779	13,045	13,311	13,577	13,843
4	12,248	12,514	12,780	13,046	13,312	13,578	13,844	14,110	14,376
5	12,780	13,046	13,312	13,578	13,844	14,110	14,376	14,642	14,908
6	13,313	13,579	13,845	14,111	14,377	14,643	14,909	15,175	15,441
7	13,845	14,111	14,377	14,643	14,909	15,175	15,441	15,707	15,973
8	14,378	14,644	14,910	15,176	15,442	15,708	15,974	16,240	16,506
9	14,910	15,176	15,442	15,708	15,974	16,240	16,506	16,772	17,038
10	15,443	15,709	15,975	16,241	16,507	16,773	17,039	17,305	17,571
11		16,241	16,507	16,773	17,039	17,305	17,571	17,837	18,103
12			17,040	17,306	17,572	17,838	18,104	18,370	18,636
13				17,838	18,104	18,370	18,636	18,902	19,168
14					18,637	18,903	19,169	19,435	19,701
15						19,169	19,435	19,701	20,233

HERMAN FINAL OFFER (Effective for the last one hundred five (105) contract days):

STEP	B.A.	BA+8	BA+16	BA+24	BA+30	M.A.	MA+8	MA+16	MA+24
1	11,150	11,429	11,708	11,987	12,266	12,545	12,824	13,103	13,382
2	11,708	11,987	12,266	12,545	12,824	13,103	13,382	13,661	13,940
3	12,265	12,544	12,823	13,102	13,381	13,660	13,939	14,218	14,497
4	12,823	13,102	13,381	13,660	13,939	14,218	14,497	14,776	15,055
5	13,380	13,659	13,938	14,217	14,496	14,775	15,054	15,333	15,612
6	13,938	14,217	14,496	14,775	15,054	15,333	15,612	15,891	16,170
7	14,495	14,774	15,053	15,332	15,611	15,890	16,169	16,448	16,727
8	15,053	15,332	15,611	15,890	16,169	16,448	16,727	17,006	17,285
9	15,610	15,889	16,168	16,447	16,726	17,005	17,284	17,563	17,842
10	16,168	16,447	16,726	17,005	17,284	17,563	17,842	18,121	18,400
11		17,004	17,283	17,562	17,841	18,120	18,399	18,678	18,957
12			17,841	18,120	18,399	18,678	18,957	19,236	19,515
13				18,677	18,956	19,235	19,514	19,793	20,072
14					19,514	19,793	20,072	20,351	20,630
15						20,071	20,350	20,629	21,187



	BS	BS+9	BS+18	BS+27 D.M.(W.I.F)	MS	MS+9	MS+18
1	10600	10800	11000	11200	11400	11600	11800
2	11100	11300	11500	11700	12000	12200	12400
3	11600	11800	12000	12200	12600	12800	13000
4	12100	12300	12500	12700	13200	13400	13600
5	12600	12800	13000	13200	13800	14000	14200
6	13100	13300	13500	13700	14400	14600	14800
7	13600	13800	14000	14200	15000	15200	15400
8	14100	14300	14500	14700	15600	15800	16000
9	14600	14800	15000	15200	16200	16400	16600
10	15100	15300	15500	15700	16800	17000	17200
11		15800	16000	16200	17400	17600	17800
12			16500	16700	18000	18200	18400
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