STATE OF WISCONSIN

BEFORE THE ARBITRATOR

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of

SHEBOYGAN EDUCATION ASSOCIATION

To Initiate Mediation-Arbitration Between Said Petitioner and

SHEBOYGAN AREA SCHOOL DISTRICT

Case XLI
No. 27085
MED/ARB-937
Decision No. 18508-A

Appearances:

Mr. Richard Terry, Executive Director, Kettle Moraine UniServ Council, appearing on behalf of the Association.

Lindner, Honzik, Marsack, Hayman & Walsh, S. C., Attorneys at Law, by Mr. Roger E. Walsh; and Mr. Douglas Born, Director of Personnel Services, Sheboygan Area School District, appearing on behalf of the Employer.

ARBITRATION AWARD:

On March 23, 1981, the Wisconsin Employment Relations Commission appointed the undersigned as Mediator-Arbitrator pursuant to 111.70 (4)(cm) 6.b. of the Municipal Employment Relations Act, in the matter of a dispute existing between Sheboygan Education Association, referred to herein as the Association, and Sheboygan Area School District, referred to herein as the Employer. Pursuant to the statutory responsibilities, the undersigned conducted mediation between the Association and the Employer on May 20, 1981, over matters which were in dispute between the parties as they were set forth in their final offers filed with the Wisconsin Employment Relations Commission. Mediation failed to resolve the dispute and arbitration proceedings were held at Sheboygan, Wisconsin, on June 15, 1981, after the parties had waived the provisions of the Municipal Employment Relations Act at 111.70 (4)(cm) 6.c., which require the Mediator-Arbitrator to furnish written notice of his intent to arbitrate and to establish a time within which either party may withdraw its final offer. The parties were present at the arbitration proceedings and were given full opportunity to present evidence and to make relevant argument with respect to their final offers. The proceedings were not transcribed, however, briefs and reply briefs were filed by the parties. Final briefs were filed by the Arbitrator on August 10, 1981.

THE ISSUES:

Five issues are disputed. They are:

1. Salary Schedule
2. Longevity payments.
3. Reimbursement of tuition for graduate work.
4. Personal leave day.
5. Duration of Agreement.

Each of the issues will be discussed separately in this Award, and the Arbitrator will weigh the evidence and argument of the parties against the statutory criteria set forth at 111.70 (4)(cm) 7, a through h.

DISCUSSION:

THE COMPARABLES

The parties in these proceedings have relied on comparability to support

their respective positions in this dispute. Typically, the parties' views of what constitutes comparability differ. The Association proposes that the comparables be established as the athletic conference and districts employing 500 or more teachers in the State of Wisconsin.

The Employer agrees that schools in the Fox River Valley athletic conference are proper comparables and also relies on other school districts within CESA 10 as a secondary tier of comparables. The undersigned has reviewed record evidence, and is satisfied that in the bargaining process the parties historically have compared themselves to other athletic conference schools. Furthermore, arbitral authority weighs heavily in favor of using the athletic conference as a primary set of comparables. The undersigned, therefore, is persuaded that the primary comparables to determine the outcome of this dispute will be the athletic conference, which is comprised of Fond du Lac, Green Bay, Manitowoc, and Sheboygan.

PERSONAL DAY ISSUE

The final offers of the parties with respect to this issue read as follows:

EMPLOYER OFFER:

A total of one (1) day may be taken by a full time employee as a personal leave day. The employee shall pay the cost of the substitute at the regular rate for that day. The employee shall give his responsible administrator three (3) working days advance notice in writing. The personal day may not be taken during the first or last week of school, on an inservice day, or before or after a holiday or recess period as defined in the calendar. No more than one (1) elementary or two (2) secondary employee(s) per school shall be granted a personal leave on any given day. In the event more than one elementary or two secondary employees request a personal leave for the same day at any given school, seniority shall decide whose request will be honored for the day. This is to be effective September 1, 1981.

ASSOCIATION OFFER:

One day may be taken by a full-time employee as a personal leave day. Such day shall not require explanation. The day used shall be deducted from the employee's sick leave. The employee shall give his or her responsible administrator 24 hours advance notice in writing. The personal day may not be taken during the first or last week of school, on an inservice day, or immediately before or after a holiday or recess period as defined in the calendar. No more than 2 employees per school may be granted a personal leave on any given day. In the event that more than two employees request personal leave for the same day at any given school, those employees with greater seniority shall have their requests honored.

This Agreement, for the first time, will include provisions for personal leave days. The parties in their final offers have agreed to the inclusion of such a provision, however, the terms of the final offers are at variance in the following areas:

1. The Employer proposal requires that the employee pay the cost of the substitute at the regular substitute rate for the day, while the Association proposal charges personal days to employees' accrued sick leave account.

2. The Employer proposal requires three working days advance written notice, while the Association proposal provides that personal days may be taken if 24 hours advance notice is provided.

3. The Employer limits the number of personal leaves to one elementary or two secondary teachers per school on any one day, while the Association offer limits the number of teachers on personal leave to two teachers per school per day.

The undersigned has reviewed the evidence with respect to personal days and finds that the primary comparables establish that the Employer's offer is supported in the dispute over payment for substitute teachers; and that the Association's offer is supported by the primary comparables with respect to distinction of secondary teachers vis a vis elementary teachers; and that the primary comparables further weigh in favor of the Employer offer with respect to the notice requirements. In view of the conclusions with respect to the comparables and when considering that this is the first personal leave provision the parties will have in their Collective Bargaining Agreement; the undersigned now concludes that the Employer offer on personal leave days should be accepted when considering that issue independently of all other issues.

TUITION REIMBURSEMENT

EMPLOYER OFFER:

Appendix E - Compensation for Advanced Training

a. Delete compensation for advanced training. (currently $40.00 per semester graduate credit).
b. All employees taking graduate credits during the1980-81 school year (second semester) will be compensated at the rate of $40.00 per credit providing they get the request for payment in by June 1, 1981.
c. The Negotiations Committee and the administration will propose the deletion of the provision of Board of Education Policy 4131 (e) to the Board of Education at the first regular Board of Education meeting after ratification of the contract.

ASSOCIATION OFFER:

The Association makes no proposal on compensation for advanced training, and if their total final offer were adopted the terms of the predecessor Agreement with respect to tuition reimbursement would remain intact, continuing that reimbursement.

The record establishes that among the primary comparables tuition reimbursement is non-existent. The record further establishes that the requirements of the deletion of the Board of Education Policy No. 4131 (e) will be rescinded should the Employer total final offer in this dispute be adopted. Policy No. 4131 (e) established a requirement that teachers continue to take graduate credits as a condition of employment, and the undersigned believes that the tuition reimbursement provision was grounded on the requirement that teachers do so. The undersigned concludes that with the removal of the reason for which credit reimbursement was established, it is reasonable to also remove the reimbursement provision, particularly where, as is true here, tuition reimbursement is unsupported among the comparables. The undersigned, however, recognizes that the removal of tuition reimbursement represents cost savings to the Employer. While the removal is justified by the comparables and the historic reasons for establishing tuition reimbursement initially, final determination on this issue is reserved until the undersigned evaluates the economic proposals of the parties and ascertains whether proper costing credit against settlement costs have been calculated with respect to this issue.

DURATION OF CONTRACT

EMPLOYER OFFER:

The provisions of the 1980 Agreement between the parties are to continue for a term from January 1, 1981 through August 14, 1982, except as modified by the Agreed Items as of February 25 & 26, 1981, and as listed below.

ASSOCIATION FINAL OFFER:

The Association has no specific proposal as to duration of Agreement, however, from the salary schedule, the evidence, and the argument of the parties, it is clear that the Association proposes a one year term of Agreement, to be effective from January 1, 1981, to December 31, 1981.

At issue here is whether the Collective Bargaining Agreement should run for the traditional period of time (one year) as proposed by the Association, or whether this successor Agreement should run from January 1, 1981, through August 14, 1982, a period of 19½ months as proposed by the Employer. The Employer grounds his proposal on his stated desire to make the Contract expiration dates coincidental with the expiration dates most commonly found in teacher collective bargaining agreements. Record testimony from the Employer establishes that the off cycle expiration date when compared to the expiration dates of comparable employers has created extensive discussion and disagreement at the bargaining table as to whether the teachers in this dispute are entitled to catch up because they are lagging behind other districts by reason of a later expiration date.

The Association opposes the longer duration of agreement, arguing that a 19½ month term of agreement is unprecedented among any comparables; and that locking up salaries for a 19½ month period is unjustified, particularly since the Association views the economic proposal of the Employer to be inadequate. The Association also opposes the 19½ month contract because it locks up language for too long a period of time, thereby denying them an opportunity to seek language improvements in their Agreement effective January 1, 1982.

Both parties cite prior arbitration opinions in support of their respective positions. The Employer points to the dicta of Arbitrator Zeidler in Greenfield Schools (Decision No. 18170), wherein Zeidler states: "it does not appear to be in the interest of the public to have the parties start negotiating all issues immediately after this matter.... is concluded." The Association cites Arbitrator Bilder in Madison Custodial (Decision No. 18028-A) in which Bilder opines:

> The District correctly points out that, due to the time that has already expired in negotiation and mediation/arbitration of this matter, the contract year 1980-81 is almost over. Thus, a decision in favor of the Union's one year offer will mean that the parties will almost immediately have to return to the bargaining table. In my opinion, this result is not necessarily undesirable. As indicated, I believe that it is preferable for the parties to negotiate their own agreement than for them to have an agreement which one or the other considers undesirable imposed on them by an outside arbitrator.

The Association further cites Arbitrator Christenson in Oak Creek (Decision No. 16406-A) in which the arbitrator rejected a proposed two year agreement because it fixed salaries for two years, and among all comparables which had two year agreements the second year terms provided for a salary reopener. Finally, the Association cites Arbitrator Weisberger in Cudahy (Decision 18249-B) in which the arbitrator determined that the outcome of this duration issue would be determined by her decision on the salary schedule dispute.

Obviously, the intent of the Employer is to establish contract terms which coincide with the school year rather than the calendar year. In looking at the primary comparables, the evidence establishes that two of the comparable districts have collective bargaining agreements which coincide with the school year (Green Bay and Fond du Lac). Manitowoc and Sheboygan have contract terms which coincide with the calendar year. Thus, the expiration date proposed by the Employer is not overwhelmingly dictated by the primary comparables, since 50% of the agreements among the primary comparables have calendar year terms of agreement and 50% have school year terms of agreement. Given the timing of the Award in this dispute, however, and because this Arbitrator agrees with the cited opinion of Arbitrator Zeidler with respect to the interests of the community, the undersigned believes that the longer term of agreement proposed by the Employer has merit. The issue of term of Agreement, however, will be determined by the conclusions reached with respect to which salary offer should be adopted, and the undersigned agrees with the stated opinions of Arbitrator Weisberger in that regard. Therefore, if the Association salary proposal more nearly conforms to the statutory criteria, the term of Agreement issue will fall in the Association favor; and if the Employer salary proposal more nearly conforms to the statutory criteria, the term of Agreement issue will fall in the Employer favor.

SALARY SCHEDULE AND LONGEVITY

EMPLOYER OFFER:

Salary Schedule - Board Proposal Base begins with A-1

a. Schedule effective January 1, 1981 $12,100.00
b. Schedule effective September, 1981 $12,600.00
c. Schedule effective January 1, 1982 $12,800.00
d. Any employee who was on Step 0 at any time during the period from January 1, 1980 through December 31, 1980 will be placed on Step 1 as of January 1, 1981 and on Step 2 on their anniversary date.

   All other employees will, as of January 1, 1981, remain on the same Step that they were on as of December 31, 1980, and will move to the next succeeding Step on their anniversary date in 1981.

Teachers who have served the Sheboygan Area School District for seventeen (17) continuous years or more shall receive annually $300.00 in recognition of their service. This amount will be paid to them on their monthly pay check.

ASSOCIATION OFFER:

Salary Schedule - The salary schedule shall be as shown in the current contract with a new base salary at Step A-0 of $11,900.00

Teachers who have served the Sheboygan Area School District for fifteen (15) years or more shall receive annually $600.00 in recognition of their service. This amount shall be paid to them on their monthly pay check.

The Employer proposal for the salary schedule provides for a change in the current index system by deleting the former first step of the schedule, thereby shortening the salary schedule from fifteen steps to fourteen steps. In the predecessor Agreement the base salary at step A-0 was $10,800.00. This is the step which the Employer's proposal eliminates. The Employer then proposes that the balance of the salary schedule remain unchanged, and the new base be established at $12,100.00 effective January 1, 1981; $12,600.00 effective September, 1981; and $12,800.00 effective January, 1982. By reason of the elimination of step A-0 in the Employer offer, the undersigned concludes that a comparison of the former base to the Employer proposed base results in a distorted picture of the amount of increase proposed by the Employer, since under the Employer proposal no teachers will be advanced in the step on the schedule as a result of the shortened salary schedule, except for those teachers who were hired after January 1, 1980. The undersigned further concludes that the proper comparison between base salary necessarily must be step one of the predecessor agreement to step one of the Employer proposal for the foregoing reason. Step one of the predecessor agreement (Association Exhibit #2) establishes a base of $11,340.00. Thus, the Employer offer at the same step of the salary schedule proposes an improvement in base effective January, 1981, of $760.00 on that date. The Employer offer then improves the base by an additional $500.00 effective September, 1981, and an additional $200.00 effective January, 1982. Thus, the Employer proposal establishes an improved "base" of $1,260.00 over the first year of the Agreement at an effective cost to the Employer of approximately $1,010.00. The base improvement of $200.00 for the final 7½ months proposed by the Employer is an additional $200.00 and, therefore, over the 19½ months proposed by the Employer the amount of lift provided at the base would become $1,460.00 over 19½ months.

The Association proposes that the prior salary schedule remain unmodified, and that the base at step A-0 be improved from $10,800.00 to $11,900.00 effective January 1, 1981, an improvement of $1,100.00. If one were to compare the step one (the new base established by the Employer's proposal) the Association would be proposing an increase from $11,340.00 to $12,495.00, a difference of $1,155.00.

In comparing the two proposals for the first year of the Agreement only, the Employer is proposing a salary increase over the first year of 11%. However, the cost of the Employer proposed increase in the first year, because of the split schedule, results in approximately 9% cost. The Association proposal in their one year proposal generates a 10% increase in base, and also a 10% increase in cost repercussions of their proposed new base. Thus, the Employer is proposing in the first year a base salary improvement of 1% more than the Association seeks, but at a cost in that year of 1% less than the Association proposal. Obviously, the parties are very close when considering cost vis a vis percentage increase in the first year of the Agreement, and the undersigned concludes that when solely considering cost ramifications and amount of increase of the salary schedule for the first year only there is little preference for either party's offer.

The Employer has proposed the extended contract year, and for the 7½ month extension of the Contract the Employer proposes a further modification of base salary of $200.00 which represents an improvement in the base of 1.59%. If one were to project the proposed 1.59% increase in base which the Employer offers for 7½ months to an annual basis the annualized equivalent would be approximately 1% improvement in base for the period of the extended contract which the Employer proposes. By any standards of comparison in today's economic climate the Employer proposal for the period of the extension appears to be deficient.

Viewing the Employer's proposal from a slightly different perspective, the Employer is proposing a "base" increase for the 19½ months of $1,460.00, a 12.9% increase, which annualizes to a 7.9% increase in "base" over the 19½ months.[1] Viewed from this perspective the Employer offer appears low.

At the time of hearing little guidance was available among the primary comparables to make comparisons of salary levels. Among the primary comparables of Manitowoc, Green Bay and Fond du Lac, only Manitowoc had reached settlement at the time of hearing, and the evidence establishes that Manitowoc has entered into an agreement which provides for such a unique salary schedule that determining comparabilities at given points in the salary schedule is almost impossible. The undersigned, therefore, concludes that comparisons of points in the salary schedule between this Employer and Manitowoc cannot lead to a resolution of this dispute. Since hearing, however, both Green Bay and Fond du Lac have entered into new collective bargaining agreements for 1981-82, and the undersigned has that data available to him and takes notice of those settlements in order to establish points of comparison on the respective salary schedules between this Employer and the School Districts of Fond du Lac and Green Bay. The testimony in the record at hearing establishes that the Employer is motivated to propose a 19½ month contract so that its expiration date and salary schedule will coincide with the primary comparables of Fond du Lac and Green Bay, thus enabling the parties to have a common point of comparison rather than what the Employer describes as a dispute as to whether the teachers here are entitled to catch up because their Contract is out of phase with the contracts of the other primary comparables. The undersigned, therefore, views it particularly important to compare points in the salary schedules as of the expiration date of this Employer's proposal compared to the salaries in effect at those same points at the expiration date of the new agreements in Fond du Lac and Green Bay. The expiration date point of comparison is the most appropriate in the view of the undersigned by reason of the split salary schedules proposed by the Employer here, as well as the split salary schedules which were agreed to in Green Bay. The following table compares the Employer proposal with both the salary schedules in effect at Fond du Lac and Green Bay as of the expiration dates of the Employer's proposal and the Fond du Lac and Green Bay collective bargaining agreements at the point shown in the table:

1/ Calculated from Step 1 of the predecessor salary schedule.

	SHEBOYGAN	FOND DU LAC	GREEN BAY
BA	$12,800	$13,200	$13,210
Top of BA	20,480 (14)	19,140 (8)	21,136 (12)
BA-30	13,760	14,520	13,738 [2]
Top Step BA-30	22,704 (14)	22,506 (12)	23,408 (12)
Top MA Lane [3]	15,360	15,972	15,455
Top MA Lane-Top Step	25,344 (14)	24,757 (12)	27,820 (12)

In the foregoing table the numbers in parenthesis indicate the number of steps in each of the schedules required to reach the top step.

The foregoing table establishes that the Employer offer here would result in favorable comparisons at the demonstrated points of the salary schedule when comparing among the most comparable employers. Furthermore, the number of steps required to reach the top of each lane supports the Employer argument that the salary schedule should be shortened so as to permit employees to reach the top step of a schedule in a fewer number of years. Therefore, the undersigned concludes that the Employer offer is reasonable when comparing the foregoing points of the salary schedules among the most comparable employers, and that the Employer's desire to reduce the number of steps in the salary schedule is supported by the primary comparables as well.

The undersigned has concluded that it is reasonable to shorten the number of steps in the salary schedule which is disputed here. The foregoing conclusion is based primarily on the undersigned's opinion that teachers here should be able to reach the top step of their respective lane in fewer years than the old schedule provided, based on the comparables when considering Fond du Lac and Green Bay. The Employer offer here, however, does not accomodate that because the Employer proposal does not advance any current employee of this Employer to the top step any earlier than he would have reached that step if the Employer had not proposed a modified schedule. The only teachers under the Employer's proposal who would benefit from the abbreviated schedule and reach the top earlier are the teachers hired after January 1, 1980. Thus, very few current employees of this district will be benefited by the abbreviated schedule. The undersigned, therefore, concludes that the transition to the new schedule proposed by the Employer benefits only the Employer by establishing a hiring base for the purpose of attracting new teachers but has no commensurate benefit to the employees by permitting them to arrive at the top step of their respective lanes any earlier. This deficiency in the view of the undersigned weighs against the Employer offer.

Turning to the Association proposal for a one year salary settlement, the Association proposes an increase in the base in the amount of $1,100.00. Again taking notice of the settlements in Fond du Lac and Green Bay, the Fond du Lac settlement improved the base by $1,050.00, whereas the Green Bay settlement improved the base by $925.00 in two steps. Thus, the amount of base increase proposed by the Association here exceeds the amount of base increase in Fond du Lac by $50.00, and the amount of base increase in Green Bay by $175.00. From Employer Exhibits 10 and 11 the BA base in Manitowoc was increased from $10,968.00 to $12,284.00, a 12% increase. Thus, the Manitowoc settlement establishes a base $384.00 higher than that proposed by the Association. Among these comparables the Green Bay and Fond du Lac settlements became effective on a school year basis, whereas, the Manitowoc settlement is for the same period of time, i.e., calendar year as the Association proposes here. The undersigned recognizes that in the Manitowoc settlement the new base established there does not have the same impact as the new base established in the other primary comparable districts, since the Manitowoc settlement provided salary increases of 12% to all employees, except for those employees who were red circled and who received 11%. The undersigned concludes from all of the foregoing that the $1,100.00

2/ Green Bay is BA + 15 towards Masters and is the top of their BA schedule
3/ The top MA lanes vary among these school districts. Sheboygan is MA + 30; Fond du Lac is MA + 18; Green Bay is MA + 45

increase on base proposed by the Association for a one year term of agreement appears to be high; however, in view of the Manitowoc settlement the undersigned concludes that it is not excessive. The Manitowoc cost of settlement effective January 1, 1981, establishes an overall cost of settlement of 12.6% (Employer Exhibit 29). The Association proposal here is calculated by the Employer to represent a 13.3% increase (Employer Exhibit 28). While the Manitowoc settlement at 12.6% is closer to the Employer offer for the first year at 12.7%, the undersigned, after considering the deficiencies which the Employer proposes in the transition to its new schedule, does not consider the 13.3% proposed by the Association to be reason to reject the Association proposal.

The Employer has entered evidence comparing the fifth and tenth steps of the salary schedule for the BA, BA + 15, MA and MA + 15 lanes (Employer Exhibit 15). Employer Exhibit 15 attempts to show that the Association offer compares less favorably than that of the Employer as of January, 1981. In its exhibit the Employer attempts to show that under the Employer proposal employees would rank more favorably at the fifth and tenth step comparison. The undersigned disagrees with the comparison the Employer attempts to show between the Employer offer and the Association offer at the fifth and tenth steps, because of the Employer proposed method of implementation to its new schedule. No employee, except those hired after January 1, 1980, will benefit by the shortening of the salary schedule proposed by the Employer as stated earlier in this Award. Therefore, the proper comparison when considering the Employer offer should be at one step earlier than the Employer suggests in Employer Exhibit 15. Having concluded that the Employer Exhibit 15 properly represents fifth and tenth step rankings of the Association proposal which shows that the Association offer leaves employees of this Employer at a disadvantageous position when making those comparisons among the primary comparables; the case for the Association offer is significantly strengthened.

Turning to the dispute of longevity, the Employer has proposed two changes to longevity. The Employer proposal increases longevity payments from $200.00 to $300.00 and requires that to be eligible for longevity only continuous service with the Employer will be credited for that purpose. The Association also proposes two changes in longevity. In their proposal the Association proposes to increase the amount of longevity from $200.00 to $600.00, and additionally, proposes that the number of years to become eligible for longevity be reduced from 17 years to 15 years. The longevity proposal of each party is unsatisfactory to the undersigned. The Employer in the language of its final offer requires continuous service to become eligible for longevity, and the record establishes that there are present employees who have interrupted service with the Employer who have qualified for longevity previously. Under the language proposed by the Employer these employees who had previously qualified for longevity would no longer be eligible under a strict reading of the Employer's proposal. At hearing the Employer introduced testimony that it was their intent to continue longevity payments to all employees who had previously been eligible for longevity. Their offer, however, does not say that, and while the testimony of the Employer with respect to continuing longevity for all employees previously eligible may well be bargaining history which would establish a meaning of the language of the Employer proposal, the conflict between the testimony and the clear language of the Employer proposal should be avoided. With respect to the Association proposal on longevity the undersigned is unpersuaded that the Association has carried its burden in establishing that the historic point at which longevity is triggered should be shortened by two years. Thus, the undersigned has a strong objection to both parties' proposal on longevity.

The undersigned agrees with the argument of the Employer at page 28 of his initial brief when he states:

> The longevity issue is in reality more of an integral part of the salary issue than it is a separate issue able to be discussed on its own - apart from salaries and salary cost comparisons. Because of this, it is difficult for either parties' offer on longevity to be the favorable one.....

Therefore, the longevity proposal will be considered in conjunction with the salary schedule, and the undersigned now concludes for the reasons stated above that the Association offer on salary and longevity is the preferable offer.

SUMMARY AND CONCLUSIONS:

In reviewing the issues the undersigned has concluded that the Employer offer on personal days is preferred. The undersigned has further concluded that the Employer proposal to remove the tuition reimbursement provision of the predecessor agreement is acceptable by reason of the Employer's rescinding of the requirement that teachers continue to take graduate credits as a condition of employment, providing the cost savings are properly credited and the economic offer of the Employer were adopted. The undersigned has further concluded that the dispute over the duration of the Agreement will be determined by the conclusions reached with respect to which salary offer should be adopted. The undersigned has found for the Association's salary schedule, and as a result the longevity proposal of the Association is carried along with the salary proposal.

A review of all of the issues taken as a group now causes the undersigned to conclude that the total final offer of the Association should be adopted in this dispute. In so doing the parties are given an opportunity to more fully explore in subsequent negotiations the possibilities of converting to a school year term of agreement and to more fully explore the proper transition to an abbreviated salary schedule which the comparables appear to support.

Therefore, based on the record in its entirety and the discussion set forth above, after considering the arguments of the parties, and after applying the statutory criteria, the undersigned now makes the following:

AWARD

The final offer of the Association, along with the stipulations of the parties, as well as the terms of the predecessor agreement which remain unchanged through the bargaining process, are to be incorporated into the written Collective Bargaining Agreement between the parties for the year 1981.

Dated at Fond du Lac, Wisconsin, this 7th day of October, 1981.

Jos. B. Kerkman,
Mediator-Arbitrator

JBK:rr