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RELATIONS COMMISSION

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Before the Mediator/Arbitrator :

In the Matter of the Petition of :

PALMYRA-EAGLE EDUCATION ASSOCIATION :

To Initiate Mediation-Arbitration :  
Between said Petitioner and :

Case IX  
No. 28260 MED/ARB-1264  
Decision No. 19317-A

PALMYRA-EAGLE AREA SCHOOL  
DISTRICT :

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APPEARANCES: Melli, Shiels, Walker & Pease, S.C., by  
MR. JAMES K. RUHLY, appearing on behalf of  
the District

MR. A. PHILLIP BORKENHAGEN, Executive Director,  
Capital Area UniServ-North, appearing on behalf  
of the Association

ARBITRATION AWARD

The Palmyra-Eagle Area School District, hereinafter referred to as the District, and the Palmyra-Eagle Education Association, hereinafter referred to as the Association, were unable to voluntarily resolve a number of the issues in dispute in their negotiations for a new 1981-1983 Collective Bargaining Agreement to replace their expiring 1979-1981 Collective Bargaining Agreement and the Association, on June 23, 1981, petitioned the Wisconsin Employment Relations Commission (WERC) for the purpose of initiating mediation-arbitration pursuant to the provisions of Section 111.70(4)(cm) 6 of the Wisconsin Statutes.

The WERC investigated the dispute and, upon determination that there was an impasse which could not be resolved through mediation, certified the matter to mediation-arbitration. The parties selected the undersigned from a panel of mediator-arbitrators submitted to them by the WERC and the WERC issued an Order, dated February 4, 1982, appointing the undersigned as mediator-arbitrator. The undersigned endeavored to mediate the dispute on March 17, April 19, and April 21, 1982 and a number of issues were resolved, including issues dealing with pay for work assignments outside the school day, credit approval for advancement on the salary schedule, probationary period, pay for certain positions on the additive schedule, layoff and recall procedure, and reopener language. By written stipulations, the parties amended their final offers to delete these items and to otherwise reflect their agreement on the wording of these provisions in the 1981-1983 agreement. The parties were unable to resolve the remaining three issues, all having to do with compensation and fringe benefits, and a hearing was held on May 6, 1982, at which time the parties presented their evidence. Post-hearing briefs and reply briefs were filed and exchanged, the last of which were exchanged on July 9, 1982. Full consideration has been given to the evidence and arguments presented in rendering the Award herein.

THE ISSUES IN DISPUTE

There are three remaining issues "in dispute" between the parties. They are:

I SALARY SCHEDULE

The parties' 1979-1981 Collective Bargaining Agreement contained

an agreed to salary schedule for the 1979-1980 school year. Said agreement also contained a cost of living provision (discussed below), which provided for two possible adjustments in that schedule during the 1979-1980 school year. The agreement did not contain a projected 1980-1981 salary schedule but did contain a provision which stated that "The 1980-81 teacher salaries shall increase 8% over the 1979-80 schedule including cost of living adjustments." In addition, the agreement contained a provision that stated "A 12 year experience step will be added to columns MA+12, MA+18, and MA+24 in the 1980-1981 school year."

The 1979-1981 agreement also provided for a reopener provision. In January 1980, the parties prepared an addendum to accompany their 1979-1981 agreement. That addendum contained a 1980-1981 salary and STRS schedule which was intended to include the 1979-1980 COLA adjustments and the 8% adjustment as well as the addition of three new cells to the schedule. Apparently both parties agree that the addendum does not accurately reflect the adjustments that were to be made to the 1979-1980 salary and STRS schedule. However, there is a dispute, described below in the parties' arguments, with regard to the adjustments that should be made to the schedule to add the three new 12 year steps. The schedule contained in the addendum is attached hereto and marked Appendix A.

#### A. DISTRICT'S OFFER

The District has proposed a salary schedule which contains a BA base of \$12,503.00. The schedule in question contains the same number of salary lanes and the same number of experience increments in each lane but renumbers the steps or increments by starting with step 1 rather than step 0. The District's schedule differs, in structural terms, from the 1980-1981 salary schedule in that the incremental steps through step 7 of the schedule are based on flat dollar amounts (\$300.00) and the incremental amounts through step 13 are based on percentage ranges from a low of 4.8% to a high of 8%. Because the District employes a higher BA base and because the application of increasing percentage increments in steps 8 through 13 accelerate the dollar amounts added to the base figures, the District's salary schedule maximum (MA+24, step 13) reaches \$24,213.00, which is \$170.00 less than the Association's proposed top of the schedule. Converting the top of the schedule figure to an index of the salary base, for purposes of analysis, the top of the salary schedule proposed by the District equals 185.66. A copy of the District's proposed salary and STRS schedule is attached hereto and marked as Appendix B.

#### B. ASSOCIATION'S OFFER

The Association proposes a salary schedule which is based on a BA base figure of \$12,425.00. Like the schedule proposed by the District, the Association's schedule contains the same number of lanes and experience increments as the 1980-1981 salary schedule. Likewise, the Association has renumbered the experience increments so that they now read 1 through 13. The salary schedule attached to the Association's final offer does not set out the STRS payments made by the District for each salary cell as part of the salary schedule.

According to the Association, its proposed 1981-1982 salary schedule is structurally the same as the "corrected" 1980-1981 salary schedule in that each cell of that schedule, as corrected in accordance with the Association's position, has been increased by 9.48%. Under the Association's proposal, the top of the schedule (MA+24, step 13) would be \$23,383.00 which, converted to an index of the salary base, is equal to 188.19. Thus, even

though the Association's proposed salary schedule contains a BA base which is \$78.00 less than the BA base proposed by the District, the top steps in each of the salary lanes is higher than the top steps of the schedule proposed by the District because of differences between the increments proposed in the two salary schedules. The Association's proposed salary schedule is attached hereto as Appendix C.

## II COST-OF-LIVING ALLOWANCE

As noted above, the 1979-1981 Collective Bargaining Agreement contained a cost-of-living adjustment provision which provided for possible adjustments to the salary schedule, two of which were intended to be reflected in the salary schedule attached hereto and marked as Appendix A. (In fact, that salary schedule contained errors in the magnitude of approximately \$3.00 in the case of the Bachelor's base and larger amounts throughout the schedule.) The provision in question reads in relevant part as follows:

- "4. Adjustment to Salary - All individual salaries will be adjusted semi-annually at the rate of 1% of the individual salary for each 4% increase in the U.S. City Average Consumer Price Indexes. A six month total increase must be equal to 4% or more for a unit to receive 1% salary increases.

"These adjustments shall be made with the January 15th checks (based on June through November indexes) and July 15th (based on December through May indexes). The June 1979 U.S. City Average Consumer Price Index shall be considered the base reading and the starting point for future calculation.

"The beginning point of base salary schedule negotiations for each successor agreement shall reflect any Consumer Price Index increases to individual salaries from the preceding year(s)."

According to the testimony, this cost-of-living provision generated increases of 1% and 2% during the 1979-1980 school year and 1% and 1% in the 1980-1981 school year. Under the formula provided, this provision would generate a 1% increase effective January 15, 1982 for the 1981-1982 school year. It would not generate any further increase as of July 15, 1982.

### A. DISTRICT'S OFFER

The District proposes to amend the first paragraph of the above quoted provision by deleting the words "individual salary" and substituting therefor the words "base salary of the individual teacher's credit (educational) lane." The affect of this change in wording would be to grant teachers cost-of-living adjustments which are based on a percentage of the base salary for their educational lane rather than on their individual salary. According to the District's calculations, the COLA provision generated payments during the 1980-1981 school year which were worth approximately \$26,250.00. It estimates that if the COLA provision were to generate two payments in 1981-1982 (which it will not), the cost would be approximately \$23,726.00 under the Association's proposal, for an increase of \$2,476.00 over the 1980-1981 cost. The District estimates that two payments under its proposed change in the COLA formula would cost approximately \$22,000.00 or \$6,734.00 less than the cost of the Association's proposal. Another affect of the District's proposal would be that the teachers who were placed in each of the 11 salary lanes would

receive the same flat dollar sum based on the base figure for their lane.

#### B. ASSOCIATION'S OFFER

The Association proposes that no change be made in the existing cost-of-living formula contained in the agreement. Therefore, since that formula would have generated a 1% increase effective with the January 15, 1982 pay check, its proposed salary schedule would be effectively increased for purposes of bargaining for 1982-1983 by 1%, as of the January 15, 1982 pay check. The salary base figure for bargaining for purposes of 1982-1983, would be approximately \$12,549.00, or approximately \$75.00 more than that set out in Appendix C. Under the Association's proposal, this increase would be reflected throughout each cell of the salary schedule based on the individual teacher's salary.

#### III OPTICAL INSURANCE

The 1979-1981 Collective Bargaining Agreement contained provisions for health insurance, term life insurance, dental insurance, and long-term disability insurance. Under the health insurance program, employees are required to pay \$1.00 per month toward the cost and the District pays the balance. The Board pays 32% of the premiums of the term life insurance provided and pays the entire cost of the dental insurance and long-term disability insurance. The District has never had an optical insurance program.

#### A. DISTRICT'S OFFER

The District's offer proposes no change in any of the insurance provisions contained in the agreement and does not include an offer to add optical insurance to the insurances provided.

#### B. ASSOCIATION'S OFFER

The Association proposes that the 1981-1983 Collective Bargaining Agreement contain a new provision providing for optical insurance, the cost of which would be borne by the District. Its proposal would add the following paragraph to Article III, Section 3, Subsection 8:

##### "G. Optical Insurance

"The Board will make available to its professional staff members an optical insurance program. The cost of this program will be borne by the Employer. The program shall be equal to or better than the plan provided by the WEA Insurance Trust, which includes a \$5.00 deductible provision and both panel and non-panel participation benefits."

#### DISTRICT'S POSITION

According to the District, this proceeding "involves more than the \$50,000.00 or so that separates the total cost of the parties' final offers." According to the District, this case involves an "unwarranted grab for 'more' by Association without support in the record, by comparability or otherwise."

In support of its general argument in this regard, the District points out that no other school district regarded as "comparable" by either party, pays COLA, but the District has paid COLA since 1979-1980 and both parties propose to continue doing so. It contends that its proposed modification of the COLA formula is intended to more accurately reflect the increase in the "cost of necessities" i.e., food, utilities, and transportation,

but not insurances which are paid by the District. The District also points out that no school district urged as comparable by either party, provides optical insurance and argues that the Association's arguments ignore the cost impact and the retro-activity questions presented by its optical insurance offer. The District disputes the Association's claim that it seeks to preserve an "established" salary index. The District points out that the salary schedule in question had only existed for one year and argues that its proposal would only provide minimal "slippage" in ranking in a few instances and that it would maintain or improve ranking in most instances. The District also takes issue with the Association's position that COLA payments should be disregarded when comparing salary figures.

#### STATUTORY CRITERIA

The District places specific emphasis on six of the statutory criteria. First, the District acknowledges that it has not raised the issue of ability to pay but alleges that its "willingness to pay" position is related to the interests and welfare of the community. Second, the District relies on comparisons with other districts deemed comparable. Thirdly, the District relies on evidence indicating that the cost-of-living has declined substantially over the past 6 and 12-month period. Fourth, the District relies on the criteria related to overall compensation, continuity and stability of employment and other benefits. Fifth, the District relies on changes in the foregoing during the pendency of this proceeding. And sixth, the District relies on "other factors" normally taken into consideration in voluntary collective bargaining, i.e., caution in introducing new and costly benefits, recognition of insurer's "buy in" rates, judgments of elected representatives regarding willingness to pay, and the need to encourage voluntary agreement and discourage resort to arbitration to secure "unprecedented new fringe benefits."

#### COMPARABLES

The District points out that both the Association and the District rely on schools within the Eastern Suburban Conference (ESC) as constituting an appropriate group of comparable school districts. The District contends that schools within that conference have been referred to across the table in negotiations but that schools in the other "similarly sized districts within a 25 mile radius" grouping proposed by the Association, have not been discussed in negotiations across the table. On the other hand, the District indicates that it has no objection to the inclusion of Lake Mills among the comparables since Lake Mills is scheduled to be added to the ESC in the fall of 1983.<sup>1</sup>

The District takes issue with the inclusion of a number of Districts (other than Lake Mills) included in the Association's proposed secondary grouping. It points out that three of those districts (Lake Geneva, UHS, Waterford UHS, and Walworth UHS) are union high school districts and alleges that the Association's representative at the hearing acknowledged that such districts have not previously been considered "comparable" because they base their compensation on "different factors." The District acknowledges that the remaining districts in this group (Clinton, Lake Geneva Joint No. 1, Waterford Joint No. 1, and Randall Joint No. 1) may have some "peripheral comparability" but that

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1. At the hearing and in its initial brief, the District erroneously indicated that Lake Mills would be added to the ESC in the fall of 1982.

such comparability has never been asserted in prior bargaining. For this reason, the District does not object to considering these other districts as "tangentially relevant" but argues that they should not be accorded the same weight as the group which the parties have accepted as being comparable.

#### OPTICAL INSURANCE

First of all, the District points out that the current insurance program is substantial and that it has picked up a 53% premium increase in dental insurance, a 14% increase in health insurance, and 7.25% increase in life and LTD premiums.

According to the District, the Association's proposal would require the District to provide optical insurance coverage as of August 31, 1981. This is necessarily so because of the stipulation as to the language for the term of the agreement. According to the District, the consequence of this conclusion is both unfair and potentially catastrophic. Since, as a practical matter, no insurance company would provide retroactive optical insurance coverage, the program referred to would necessarily be self-funded. Thus, a major eye surgery with attendant hospitalization, could devour far more than the estimated premium, according to the District.

The District points out that the Association has never proposed that its insurance become effective during the 1982-1983 school year and has never requested permission to amend its final offer to "remedy this defect." Thus, since the Association is precluded from amending its final offer, the District argues that the arbitrator should not attempt to amend its offer by "reading into it a different effective date than that stipulated by the parties." Do do so would undermine the collective bargaining process since the District would not have an opportunity to consider whether it desired to amend its final offer in response.

The District also challenges the reliability of the cost estimates of this new fringe benefit utilized by the Association. It points out that the Association utilized a projected cost figure of \$9,051.00 in collective bargaining but now alleges the cost to be approximately \$7,120.00. Further, the Association's figure is based on a single family participation experience which is comparable to that experienced under the dental insurance program. The District points out that there is no guarantee that employees who currently accept single coverage for dental insurance, would not opt for family coverage of optical insurance. For these reasons the District argues that the Association's projected cost of \$7,120.00 should be treated as the minimum figure. Further, in this regard, the District points out that this figure is based on a quotation from the WEA Trust as of July 1981. The District argues that in all probability, the premium for 1982-1983, after the "self insured" year, will be higher. The District also suggests that the WEA insurance trust figures may be "depressed" for "buy-in purposes." In support of this latter point, the District points out that when it agreed to include dental insurance coverage it received two-year guarantee premiums which were quite low but were later raised more than 100%, after only three years.

The District also argues that the comparables lend no support to the Association's proposal for optical insurance. It points out that not only does no district within the ESC offer such coverage, no district within the secondary group proposed by the Association offers such coverage. The District

argues that the Association has offered no reason as to why the District should "lead the comparability group(s)" into the inclusion of such new and potentially costly coverage. The evidence presented by the Association indicates that only 8 school districts in the State offer an optical insurance program of the kind sought here. None of those districts is alleged to be comparable and only 1 (Oconomowoc) is even located in the same geographic area.

In summary, the District contends that the Association is seeking to include optical insurance as a "minor coat tail sort of proposal" which it is not. This proposal exposes the District to potentially large costs in its first year and major costs in future years. While the District would allegedly be given "credit" in the first year, the automatic increases in the cost of this coverage would be "taken for granted" in future years, according to the District.

#### COST-OF-LIVING ALLOWANCE

The District points out that COLA payments made during the 1980-1981 school year cost the District approximately \$26,250.00. According to the District, the Association's proposal would increase these costs to approximately \$28,726.00 if two 1% adjustments were to be made during the 1981-1982 school year. (As noted above, only one adjustment would be generated under the formula for the 1981-1982 school year.) On the other hand, the District points out that its proposal, with two adjustments, would only cost approximately \$22,000.00, for a savings of approximately \$6,734.00 over the Association's proposal. The impact on individual teachers of this change would range from a low of \$2.00 to a high of \$76.00 (based on the actual experience of one COLA payment), according to the District.

In addition to reducing the cost of this provision, the change proposed by the District also simplifies its computation, thereby reducing the chances for error. Thus, according to the District, its proposal has a minor impact on individual teachers but accumulatively saves a significant number of dollars.

The District points out that there is no comparability data on this subject since no other district in the agreed comparability group or any other alleged comparability group, pays COLA. Nevertheless, according to the District, its proposal meets a number of the Association's stated reasons for its proposal on COLA. It will maintain a 1% for a 4% increase, it will maintain a bi-annual adjustment and it will leave in tact the practice of utilizing COLA increases "as the beginning point" for future negotiations. It will not protect length of service payments from the alleged effects of inflation, but the District contends that it was never intended to do so.

#### SALARY SCHEDULE

According to the District, the parties are approximately \$33,000.00 apart on the total cost of their respective salary schedule proposals. Under the Association's proposal, the average teacher's salary would increase by 11.73%; whereas, under the District's proposal, their salary would increase by 8.92%. According to the District, its offer results in only isolated "slippage" in the District's ranking among the comparable districts, and preserves, or actually improves, the District's ranking in many instances.

The District argues that any meaningful comparison of salary paid to its teachers must include consideration of COLA payments and that any comparison of cost increases should likewise

reflect the fact that during the base year Palmyra teachers were receiving COLA payments. By refusing to include COLA in any of the comparisons drawn, the Association has "distorted" the comparisons, according to the District. The Board does not dispute that its position reflects a "bit of tightening up" but argues that such action is appropriate under current fiscal circumstances and argues that its salary proposal minimizes its impact on individual teachers and preserves the District's competitive and "often times leadership" position in the ESC.

In response to the Association's claim that the District's offer changes the structure of the salary schedule because of its increments, the District argues that this minor modification in structure nevertheless accomplishes the objective of "getting money to the top of the schedule." It argues that its proposal encourages teachers to stay in the District and to get additional relevant educational credits.

With regard to the Association's claim that its schedule changes the "index", the District first points out that it disputes the Association's claim that the "index" from top to bottom, amounted to 188.19 during the 1980-1981 school year. According to the District, the index during that year was, in fact, 187.16. Therefore the Association is, according to the District, seeking to enlarge this index to 188.19. Further, the District says this alleged change should be taken with a "grain of salt" since the change is relatively small in terms of dollars or percentage change and results in part because of the District's proposed base which is \$78.00 more than the Association's. The District also points out that the "index" for the 1979-1980 school year computes to 180.39% and argues that the Association's effort to make the 1980-1981 index figure a "sacred number" should be assessed against that background. According to the District, the changes in the index over the years suggest that the index may be sacred primarily as a convenient vehicle to seek increases.

The District also points out that the average index figure for other districts in the ESC for 1981-1982 was 184.4. The Association's proposed index figure would cause the District to rank second in the conference whereas the District's index figure would place the District in fifth position and slightly above average.

According to the District, an analysis of the differences between the parties' salary proposals demonstrates that it is unnecessary for the District to spend the additional dollars that the Association's proposal would require in order to keep the District competitive and, in some instances, in a leadership position. According to the District, it is not one of the wealthiest districts in the ESC, and this fact is supported by the evidence of equalized valuation per pupil introduced by the Association. While it is true that the District's budgeted cost per pupil, is the lowest in the ESC, the District points out that it is the largest District in the ESC and the District is not administration heavy.

The District points out that both offers would place the BA base in the rank of first in the ESC. While the Association seeks to put the District in third place in steps 7 through 9, the District argues that teachers in those steps should be encouraged to obtain additional educational credits. Further, when COLA payments are added to these steps and to the other steps in the Bachelor's lanes which are lower than desired by the Association, the District's relative ranking is improved over the ranking alleged to exist in the Association's exhibits. At the top of the schedule where the District's teachers have taught for approximately 12 years and have attained advanced degrees, both the District and the Association offers would



continue the District's rank of second in the ESC, even excluding COLA.

The District points out that both the District and Association proposals would place the MA base lane ahead in the conference, and by a significant amount. Similarly, both offers would grant a percentage increase at the BA base that would exceed any increase in the conference. The District's rank of second in the conference at the schedule maximum, would be continued under both offers. Both offers, on the other hand, would allow the District to continue to be ranked in the lower half at the BA maximum. It states that at the MA maximum, the District ranked sixth without consideration of COLA and the District's proposal would continue that rank. On the other hand, the Association would seek to improve the District's relative rank by one (or two if COLA is counted).

According to the District, a review of Association cell to cell comparisons indicates that the District's proposal appears low in two areas, BA+0, step 9 and BA+12, step 13. On the other hand, the District argues, with those two exceptions, its increases are more than adequate when compared to other districts' figures. The Association's figures are shown to be excessive and out of line with other conference districts, even without consideration of the additional COLA payments Palmyra teachers receive. The teachers in the two areas which appear to be low are also free to seek horizontal movement through the salary schedule through educational advancement.

The District also argues that relatively low cell to cell increase at the top of the BA+0 lane is in part justified by the fact that Palmyra is the only current member of the conference who allows attainment of the maximum salary in the Bachelor's lane in the tenth year. Finally, the District argues that its evidence establishes that the District's schedule permits attainment of the maximum salary levels in a relatively short period of time in comparison to other districts. In every case but one, teachers in Palmyra are allowed to get to the top quicker than anywhere else in the conference.

In summary, the District argues: the relevant consumer price index rose 6.5% from March 1981 to March 1982 and only rose 2.4%, on an annualized basis, for the last six months of that period; the District's proposal maintains its competitive position; the District's proposal allows it to "pull in the reins slightly" with only a nominal monetary impact on teachers; the District's salary structure rewards longevity and additional educational credits; the District's schedule improves the beginning salary figures and maintains the maximum salary figures (as does the Association's) and continues to allow teachers to reach the top salary steps faster than other conference districts; and a comparison of the parties' offers reveals a number of examples where teachers would receive increases in the range of 13 to 15% under the Association's proposal as opposed to more reasonable increases in the range of 8.86% to 10.9% under the District's proposal.

#### REPLY TO ASSOCIATION ARGUMENTS

The District makes the following general arguments in reply to arguments made by the Association in its brief:

A. The Association's claim that its costing method is more appropriate has been rejected in other arbitration cases and should be rejected for the same reasons herein.

B. Since inability to pay has not been raised in this proceeding, the Association's arguments with regard to costs to

the taxpayer, are less relevant than the percentage and dollar increases provided.

C. The Association's claim that percentage figures are unimportant or misleading is without merit.

D. The Association's argument with regard to the superintendent's salary is contrary to fact (as allegedly established in an attached affidavit and administrative salary guide).

E. The Association's claims regarding maintenance of a leadership role are not backed up by exhibits going beyond one year and are contradicted by District and Association exhibits.

F. The inclusion of Lake Mills should not be controversial in view of the Association's agreement that it is comparable.

G. The Association's complaints concerning the Employer's correction of errors in its exhibits merely reiterates objections raised before the arbitrator ruled on the question of whether those corrections should be permitted.

H. The District agrees that Association Exhibit 47, which purports to be a corrected copy of the 1980-1981 salary schedule, is correct except as to the maximum salaries at the top of the MA+12, MA+18 and MA+24 lanes. According to the District, it added those steps pursuant to the provisions of the agreement in the amounts of \$20,573.00, \$20,907.00 and \$21,241.00, respectively during the 1980-1981 school year and no grievance was filed by any of the affected teachers.

I. The Association's argument that its proposed increases, cell by cell, more closely compare to the average increases in the conference in eight selected lanes and steps, is flawed because of the selectivity of the lanes and steps used in the comparisons and, in fact, tends to establish that the Association's proposal is excessive.

J. The Association's claim that any confusion over the cost of the optical insurance proposal is the District's responsibility is without merit and ignores the fact that the District became concerned about the proposal for optical insurance when it experienced a huge increase in its dental insurance premium.

K. While the Association claims that it has moderated its salary proposal to help pay for optical insurance, the evidence is all to the contrary.

L. The Association's claim that its reduced cost figures are based on the \$5.00 deductible plan quoted in July 1981, is not supported under the costing method allegedly used by the Association.

M. The Association's brief confirms the District's concern that it is seeking to require the District to self-insure or otherwise provide coverage retroactively for the 1981-1982 school year.

N. The Association's claim that its proposal is justified based on "trade offs" is unsupported by the evidence presented.

O. The fact that the cost-of-living formula will not generate an increase in the second half of 1981-1982, does not render the District's proposal "ludicrous" since the final offers were promulgated at a time when neither party was aware of what cost-of-living figures would be experienced during the relevant period.

P. The Association's effort to utilize alleged "take

backs" included in the parties' stipulations, should be rebuffed because a number of those agreements redound to the benefit of the Association and presumably were considered acceptable trade offs in themselves or they would not have been agreed to by the parties.

#### ASSOCIATION'S POSITION

According to the Association, there are four issues to be resolved in this proceeding: base salary, salary structure, optical insurance, and cost-of-living adjustment.

According to the Association, it proposes a BA base of \$12,425.00 on "the indexed schedule", whereas the District offers a BA base salary of \$12,503.00 on "a modified schedule." The Association describes the differences between the parties' position on salary structure as follows:

"The PEEA offers an index structure similar to that of past years; i.e., 2.45% increase per Bachelors Degree lane and 2.94% increase per Masters Degree lane, accompanied by a progressive incremental increase per year of service to the District, ranging from 2.45% up to 7.81%. The total range for the indexed system is 100.00 to 188.19.

"The District offers an index structure which retains the 2.45% increase per Bachelors Degree lane and 2.94% increase per Masters Degree lane, but modifies the incremental system of increases by establishing a 2.4% increase per year of service to the District from Steps 1 through 7 and creating a range of 4.8% to 8% increases from Steps 8 through 13. The total range for the indexed system is 100.00 to 185.66."

The Association contends that it proposes a vision care program of moderate nature because of its deductible provision whereas the District makes no offer on a vision care program. And finally, the Association states that its offer is to retain the current contract language with regard to COLA adjustments, whereas the District's offer would modify current practice by adjusting salaries calculated from the base salary for each educational training lane in which a teacher is placed.

The Association notes that there was no agreement between the parties on which statutory criteria are of particular relevance in this proceeding and states that therefore all of the criteria would appear to be relevant to a lesser or greater extent. However, the Association argues that criteria relating to stipulations of the parties, comparisons, cost-of-living, overall compensation, and other factors traditionally taken into account, carry primary import in this matter and should "weigh heavier over the remaining criteria."

#### COMPARABLES

The Association believes that 16 districts, comprising two groups, should be utilized for comparison purposes in this proceeding. According to the Association, its proposed groupings are supported by factors normally taken into consideration including geography, size, and competitive character. According to the Association, markets for teacher services are coincidental to athletic conferences and similarly sized districts within geographic proximity.

The first group of comparables proposed by the Association, and agreed to by the District, includes all schools within the ESC conference, with the exception of one private school in that conference. The Association agrees that Lake Mills should be treated as a comparable district, but not because of its proposed future inclusion in the ESC but because of the fact that it is of like size and in geographic proximity.

In support of its proposed second grouping of comparables, the Association argues that teacher population and pupil population justify the inclusion of the second group of proposed comparables which are in close proximity to the District, i.e., 25 miles. Other possible criteria, such as equalized valuations, school tax levy rates, budgeted costs per pupil, and the like, should not be given consideration since ability to pay is not here in issue. Utilizing this approach, the Association urges that the following districts be considered comparable in this proceeding: Clinton, Lake Mills, Lake Geneva UHS, Lake Geneva Joint No. 1, Waterford UHS, Waterford Joint No. 1, Walworth UHS, and Randall Joint No. 1. This grouping ranges in size from a full-time equivalent staff of 82.50 at Clinton, to 28.00 at Randall and an average daily membership of 1,222 at Clinton to 463 at Randall.

#### ACCURACY OF DATA

The Association points out that in making cost estimates it utilized current data with regard to the number of teachers employed and their actual placement on the salary schedule as opposed to the District which utilized a cast forward method of costing for purposes of analysis. According to the Association, the District's calculations are therefore characterized by "untimely and irrelevant data, thereby creating distortions to the true picture."

According to the Association, it is appropriate to utilize the District's cost methodology when settlements are achieved in a timely manner. However, according to the Association, when negotiations extend into and beyond the year in question, it is inappropriate to utilize the costing method employed by the District. The Association contends that under the District's method of costing, the Association is being "charged and shackled with costs caused by non-unit personnel, non-existent employees or 'ghost' employees."

The Association contends that the appropriate question that should be addressed in dealing with cost data is "what is the cost to the taxpayer." The only appropriate way to determine this cost is to compare the actual cost impact of the parties' 1981-1982 offers against the actual cost of the 1980-1981 school year. In this regard the Association points out that it has accounted for precise placement of employees on the 1981-1982 salary schedules, including increment and lane movements as well as new hires and eliminated positions.

The Association also points out that it raised a number of questions with regard to accuracy of some of the District's exhibits at the hearing and that the District acknowledged that some of those exhibits might be in error. The Association also notes that the District was given leave at the conclusion of the hearing to make certain post-hearing submissions and that it objected to the post-hearing submissions made by the District, being beyond the leave granted. Notwithstanding a ruling by the arbitrator that said post-hearing submissions were within the leave granted and did not constitute new evidence not already available in the record, the Association continues to object to the District's correction of the figures contained in certain exhibits. According to the Association, the District's

actions in said regard "exemplify the inability of the District to substantiate and justify its position." For these reasons and because of certain changes made in cost estimates which would appear to exceed the value of a one-half time position, the Association contends that the District's exhibits should be given no weight.

Other examples of alleged errors in District cost figures pointed out by the Association are: the post-hearing claim, unsupported in the record, that one teacher had been erroneously placed in the MA+6 column and that such alleged error had not been corrected in Association exhibits; the Board's utilization of an optical cost figure of \$9,051.00, which allegedly reflects the cost of the optical plan without a \$5.00 deductible discussed early in negotiations; the claim, based on the superintendent's testimony at the hearing, that Association Exhibit 47 which attempts to correct the 1980-1981 salary schedule, was correct in "most respects" except for the salary figures in the maximum steps for MA+12, MA+18, and MA+24 (which is allegedly contradicted by minutes of a meeting held on January 29, 1981, which are attached to the Association's brief); and by utilizing costing items not generally utilized such as the cost of substitutes and mileage.

#### SALARY OFFER

The Association contends that its salary offer is fair, equitable, and realistic in light of comparability, overall compensation, and the prevailing settlement patterns. According to the Association, its salary offer, if awarded, would only allow the District to maintain its ranking within the athletic conference and the schools within a 25 mile radius relied upon. On the other hand, according to the Association, the District's offer, if implemented, would cause slippage in rank, especially for certain teachers on the salary schedule.

In anticipation of District arguments concerning comparative cost data allegedly showing that the Association's proposal is "excessive" by comparison, the Association counters by arguing that: a close analysis of rank demonstrates that the District's offer will cause an erosion of rank among experienced, moderately trained teachers; the District's reliance on percentage increase figures should be closely scrutinized because percentage increase figures tend to ignore the relative size of the base figure used to compute the percentage (e.g., an increase in "a superintendent's salary" at \$38,000 would net \$3,800 at 10% whereas a 10% increase of a teacher's \$18,000 salary would only net \$1,800); and the District's use of a high BA base has distorted comparisons of this type. For these reasons the Association urges the undersigned to disregard the District's arguments concerning the prevailing rate of increase.

The Association also argues that the undersigned should not give any credence to the District's use of what the Association characterizes as a "speed rating" system of analysis. The information in question, which purports to show the relative rate at which various salary schedules allow a teacher to progress from the minimum to maximum step, is "meaningless and unreflective of any salary comparison," according to the Association. In this regard the Association points out that some exhibits utilized by the District include COLA pay and some do not; the District has not attempted to include longevity payments or other factors which might affect the top salary achievable; the methodology employed utilized an admittedly arbitrary mathematical computation; and this analysis ignores the relative placement of the salary base and maximum salary figures which can be more significant than the number of steps required to achieve the maximum salary provided.

According to the Association, the most valid indicator of

comparability is an analysis of dollar changes in the cell values of each salary schedule under consideration. This "cell-to-cell" comparison is an excellent criterion to gauge equitable treatment, according to the Association. Utilizing average dollar increases for selected lanes and steps for other schools in the ESC, the Association contends that its offer, as compared to the averages set out, reflect "no extravagance" if it is kept in mind that Palmyra is a "front runner." On the other hand, the Board's offer, according to the Association, shows inconsistency by being "extravagant" at the bases, reasonable in a couple of areas, but "harmful" to the Bachelors degree teacher at the top of the BA+0 and BA+12 lanes.

Based on overall compensation, the Association contends that the Association's offer should be preferred because it will "maintain the status quo." On the other hand, according to the Association, the District's claims with regard to overall compensation should be disregarded because of the inclusion of questionable items such as the cost of substitutes, mileage, and the additive schedule and because the Association's fringe benefit package is not "excessive," as evidenced by the fact that the cost of its insurance programs place it in the middle of the conference.

Finally, in this regard, the Association argues that the arbitrator should disregard District arguments as to costing since excessive factors are included in its methodology and that the undersigned should focus upon the pattern of settlement and the District's relative position. In this regard, the Association repeats its arguments that the actual cost to the District should be the true measure of the reasonableness of its proposal. The evidence discloses that over a two-year time span the Association will "moderately maintain its leadership ranking" whereas, under the District's proposal, experienced teachers in the Bachelors lanes are harmed, and that the District's inclusion of COLA in the comparisons tends to "distort" the comparisons. In addition, the Association argues that arbitral authority favors the maintenance of relative rank, and the granting of increases supported by relevant comparisons for the 1981-1982 school year, notwithstanding the deterioration of the economy during that year, but after the patterns were established.

#### SALARY INDEX AND COLA

The Association anticipates that the District will argue that its position is supported by considerations going to the District's budget, the pattern of settlements, competitive salaries, and electorate concerns. However, according to the Association, in fact the District's offer attempts to erode "the standing practice of at least the past two contract terms" in the area of salary index structure and COLA. The Association argues that the District has failed to prove that the "existing salary index structure" or the COLA provision has been a burden. Since the record establishes that the District has been a leader, any justification for these proposed changes must be "internal," according to the Association.

The Association notes that the District has "taken money away from the middle steps" but alleges that it has offered no explanation as to why it has done so. On the other hand, the Association contends that its evidence demonstrates that it has merely continued the practice of indexing. Its proposal of 9.48% increases in all cells of the salary schedule insures that no change in the salary structure will occur under its proposal.

On the other hand, an analysis of step increases in the BA and MA columns (at steps 6, 8, 10, and 12) reflects a range of percentage increases from a low of 3.04 to a high of 8.39 under the Board's offer. Further, according to the Association, the District's offer reduces the maximum index.

According to the Association, arbitral authority holds that in order to change an existing practice, the proponent of the change must meet a heavy burden, which has not been met in this case. This is true of the District's proposal to change the COLA provision, as well as the salary structure, according to the Association.

#### OPTICAL INSURANCE

According to the Association, it has proposed and vigorously bargained for optical insurance throughout these negotiations but the District never expressed any objection to the concept of optical insurance until the matter was submitted to arbitration. According to the Association, the practice of allowing the Association to purchase new benefits out of total dollars available has existed in the District prior to this time. The Association contends that by accepting a \$5.00 deductible provision and purposely holding its BA base low, it has attempted to offset the cost of the optical insurance program while merely maintaining the status quo on the salary index, COLA and other insurance benefits. Further, the Association argues that a \$7,000.00 benefit should be considered a small "dent" in the District's total budget of 1.8 million dollars:

#### REPLY TO DISTRICT ARGUMENTS

In reply to arguments raised in the District's brief, the Association argues as follows:

A. References to the alleged "greed" raised in the District's brief should be treated as an effort to gloss over weaknesses in their position.

B. The record does not support a finding that the parties have ever agreed to utilize the ESC as the comparable group of schools.

C. The District's claim that its proposal has a minimal negative impact is unsupported by the facts.

D. Contrary to arguments set out in the District's brief, bargaining history in this District supports the idea of a trade off of salary for fringe benefits.

E. The proposed modification of the COLA formula does not more accurately reflect the cost-of-living, is contradicted by the District's admission that cost-of-living is relevant, and is not supportable as an alleged means to achieve voluntary settlement.

F. The District's claim that the current index structure only existed for one year is erroneous since the structure existed in 1979-1980 as well (except for the three new top steps).

G. The District's salary proposal arguments mischaracterize the Association's proposal and ignore the fact that the purpose of collective bargaining is to better bargaining unit employees' compensation.

H. The District's arguments with regard to optical insurance attempt to characterize it as "something horrendous", when it is not.

I. The District's position with regard to statutory criteria attempts to include alleged criteria which are not normally taken into account and are not supported by the evidence.'

J. The District has continued to advance arguments based upon history, evidence, and potential testimony not actually introduced at the hearing.

#### DISCUSSION

Before addressing each of the issues in dispute and the overall positions of the parties, the undersigned believes it is necessary to address several of the questions raised by the parties' arguments concerning the state of the record herein. In particular, the undersigned believes that it should be clarified as to what is considered to be part of the record herein and what may or may not be "proven" by that record.

During the course of the hearing, the Association raised, on cross-examination, questions concerning the accuracy of Joint Exhibit No. 2 as it pertains to the 1980-1981 salary schedule. The District acknowledged that said exhibit contained small errors specifically including an approximate \$3.00 error at step one of the BA+0 lane. It was at that point that the Association introduced its Exhibit 47, which purported to be a "corrected" salary schedule for the 1980-1981 school year. The District's witness, Superintendent Lance Fanshaw, indicated that the Association's Exhibit No. 47 might be correct but that he would have to check to be certain. The Association also challenged, through cross-examination, the accuracy of the Board's FTE figure of 82.07, utilized in computing its cost figures. Again, Fanshaw acknowledged that this figure might possibly be in error and indicated that he would check to make certain. Finally, on cross-examination, Fanshaw acknowledged possible errors in certain exhibits, e.g., the omission of Dodgeland from an exhibit ranking districts by BA base and erroneous computations on an exhibit attempting to portray the percentage increase granted to teachers at the top MA+24 step. These latter errors were correctable based on data already in the record, including the original Collective Bargaining Agreements from the districts relied upon by the District.

At the conclusion of the hearing, the District was given leave to check the accuracy of the Association's Exhibit 47 and to correct some of the obvious errors in its exhibits which had been identified through cross-examination. In the course of checking Association's Exhibit No. 47, the District, by post-hearing submission, acknowledged the accuracy of that exhibit except as it pertains to the three new steps added to the salary schedule in the case of the last three MA lanes. The District takes the position that those three steps were compensated and should have been compensated at the figures shown on Joint Exhibit No. 2, set out as Appendix A herein. The District agreed with the Association's estimate of 81.57 FTE teachers and therefore corrected its exhibits which utilized the erroneous figure. Finally, the District submitted some exhibits which were not available on the night of the hearing, and were admitted without controversy, including an exhibit consisting of the 1979-1980 salary schedule which was missing from the copy of Joint Exhibit No. 1 supplied by the Association at the hearing.

Although the Association's objections to some of these post-hearing submissions have already been ruled upon, the undersigned believes it is appropriate to clarify what is in the record and what is deemed to have been proven by what is in the record.



First of all, the Association's Exhibit No. 47 is deemed to be an accurate "corrected" copy of Joint Exhibit No. 2, except as to the last step in the last three MA lanes. As to those steps, there would appear to be a dispute herein as to whether the accurate figures are those reflected on Joint Exhibit No. 2 or those reflected on Association's Exhibit No. 47. In spite of the existence of this dispute, there is really no competent evidence in the record, save for the provisions of Joint Exhibit No. 1, pertaining to the accuracy of the disputed figures. Although the Association's minutes of meetings purport to show that the District agreed with its figures in this regard, those minutes were submitted in the form of attachments to the Association's briefs and are not deemed to be part of the record herein since the District never agreed to their admission.

The undersigned has spent a considerable amount of time analyzing the figures contained in Joint Exhibit No. 1 and Association Exhibit No. 47 in relation to the implementing language contained in the 1979-1981 Collective Bargaining Agreement. The origin of the problem in this regard would appear to be the vagueness of the statement that "a 12-year experience step will be added to columns MA+12, MA+18, and MA+24 in the 1980-81 school year," which comes immediately after the provision for an 8% adjustment to the "1979-80 schedule including cost-of-living adjustments." It would appear, based on the figures proposed by the Association, that the Association believes that the new steps would have been worth \$800.00 under the structure of the 1979-1980 salary schedule before COLA adjustments (since that schedule provided for increments which went up at \$50.00 per step and the step 12 increment was worth \$750.00) and that therefore the additional steps under the 1980-1981 salary schedule should be adjusted upwards by the approximate value of the COLA adjustments and 8% increase applied to the 1979-1980 salary schedule. Thus, the Association utilizes step increases having a value of \$886.00. The undersigned has been unable to determine the exact method used by the District to arrive at the figures set out on Joint Exhibit No. 2. They are \$768.00 or \$769.00 greater than the figures set out at step 12 of the corrected schedule. Thus, it would appear that the District believes the additional steps should have been worth approximately \$750.00, rather than the \$800.00 assumed by the Association. However, if this is the case, the adjustments would have generated more than \$768.00 or \$769.00 increases. The third possible other interpretation of the provision in question, apparent to the undersigned but not apparently relied upon by the parties, is that the intent of the agreement was to first construct the new 1979-80 salary schedule, including the COLA adjustments of 1% and 2%, and then add 8% and a new \$800.00 step to those figures. This method would have generated step 13 salary figures of \$20,605.00, \$20,938.00, and \$21,272.00, which figures are somewhere between those advocated by the Association and those advocated by the District. This method would not adjust upward the new step increments which, of course, did not exist during the 1979-1980 school year under the terms of the agreement.

Because of the inadequacies of the record herein, for purposes of determining the "correct" figures to be used for the thirteenth step in these lanes, the undersigned has determined to use the Association's figures for purposes of this record only, because of the lack of any plausible rationale to support the figures utilized by the District.

With regard to the District's modification of its costing figures, allegedly based on a 81.57 FTE teaching staff, the undersigned agrees with the Association's position that the District has no competent evidence in the record to support its claims with regard to certain teacher placements explaining apparent discrepancies in those figures. For this reason, the District's costing figures must be viewed with some skepticism. However, the undersigned would also note that the Association has provided the undersigned with no figures in this regard to use in the

alternative because of its claim that only the actual cost is relevant to this proceeding, which is simply not persuasive.

During the briefing of this case, another issue was raised when the Association made reference to "a superintendent's salary" at \$38,000.00, and the District, in its reply brief, sought to introduce an affidavit and salary compensation guide to rebut the inference that said reference was to the superintendent herein. On July 12, 1982, the Association filed an objection to the inclusion of such material in the record and disclaimed any intent to make reference to the actual salary of Superintendent Fanshaw in this proceeding. In deciding the issues in this dispute, the undersigned assumes that the actual salary and increases received by Superintendent Fanshaw during 1981-82 are neither part of the record nor the arguments herein.

One other "discrepancy" of some possible consequence arose relating to the projected cost of the Association's optical insurance demand. However, that dispute relates to the reliability of the evidence in the record regarding the Association's projected cost figures rather than the question of what is part of the record in this regard. Because the Association's projected cost is based on an outdated quote, the undersigned is inclined to accept the District's contention that the actual cost of this new fringe benefit would be more than that projected by the Association, even if the Association's assumptions with regard to participation are valid. However, given the magnitude of the dollar differences between the parties' positions, this 1 or \$2,000.00 difference in their positions is not deemed to be particularly significant.

#### OPTICAL INSURANCE

More important than the question of the actual projected cost of the new optical insurance program, are the issues raised by the District with regard to the propriety of introducing a substantial new fringe benefit through final offer arbitration in the absence of any persuasive comparables and in view of its inability to insure the risk the agreement would require it to undertake during the 1981-1982 school year. The Association would have the undersigned ignore the lack of any support among the comparables based on its claim that the history of negotiations in this District has always permitted the Association to "purchase" new fringe benefits out of the total package settlement agreed to. The obvious problem with this argument is that there is no agreed package in this case and, in fact, the Association's proposed increase is substantially greater than that offered by the District.

With regard to the District's argument that the Association's proposal would require that it self-insure the risk during the 1981-1982 school year, the undersigned must agree that the District is correct in this regard. The Association, by its arguments, leaves no doubt that it believes its proposal requires that the

## COST-OF-LIVING ALLOWANCE

The undersigned agrees with the Association that the District's proposed modification of the COLA formula is not supported by its claim that such modification somehow more accurately reflects changes in the actual "cost-of-living." It is true that COLA formulas are less than scientific in terms of their ability to exactly match the influence of inflation. For this reason, most COLA formulas are somewhat arbitrary, e.g., a 1% for 4% increase. However, the District's proposed change is not supported in this regard since it is tied to an arbitrary base rather than a teacher's actual salary.

Further, the Association would appear to be correct that the cost-of-living figures quoted by the District are not particularly relevant to the period herein. Increases agreed to by other districts for the 1981-1982 school year were presumably influenced by increases in the cost-of-living preceding that year. Furthermore, at this late stage in negotiations, it is clear that the downward trend in the cost-of-living did not substantially influence settlements agreed to for the 1981-1982 school year and any adjustment in the settlement for that year herein would seem inappropriate at this juncture.

It is true that the teachers at Palmyra have a unique benefit, not shared by any of the comparables relied upon by either party, in the cost-of-living formula set out in the agreement. However, if the District were to attempt to eliminate said provision, a substantial quid pro quo would arguably be appropriate, at least in the absence of a fiscal crisis. Although the District only seeks a modification in the formula, the record does not establish that it has offered any particular trade off for said proposal. To this extent, the District's proposal on cost-of-living is akin to the Association's proposal with regard to optical insurance.

## SALARY SCHEDULE

A number of factors bear on the relative reasonableness of each party's position with regard to the salary schedule. On the Association's side of the equation, it is true that the District's proposal would appear to modify the "structure" of the 1979-1981 salary schedules by eliminating the "progressive" increments in the first seven steps and accelerating the increments thereafter. Secondly, the District's proposal would reduce the percentage differential between the BA base and the salary schedule maximum, and this would be true even if the District's figures were utilized for purposes of determining the schedule maximum.

The District points out that, as far as this record is concerned, there is no indication that the parties have a long-established practice of "progressive" increments or an "index" of 188.19. The increments provided in the 1979-1980 salary schedule, the oldest Palmyra salary schedule in this record, indicates that the increments were progressive in dollar amounts which, of course, could be translated to percentage figures for a "index." Also, as the District points out, the overall index, as recently as 1979-1980, was 80.39.

The undersigned has no trouble understanding the Association's dissatisfaction with the "backwards step" represented by the District's proposal as it impacts on the salary schedule. However, that legitimate dissatisfaction must be measured against the overall reasonableness of the Association's proposal with regard to the salary schedule. As the District points out, the Association too would like a high BA and MA figure and a high maximum salary range figure as part of any salary schedule. To achieve that, the Association would increase each and every cell of the 1980-1981

salary schedule by 9.48% such an increase, when combined with incremental increases received by all returning teachers, would produce individual salary increases ranging from a low of 11.93% to a high of 18.28% in the BA column. Increases in the range of 15% would not be at all uncommon in the case of teachers in the higher steps of the Association's proposed schedule.

The Association in its brief argues that percentage increases are not particularly significant when the relatively low salaries involved are taken into consideration. That argument undoubtedly has some persuasive value. However, when some of the Association's own data is considered, i.e., data with regard to actual dollar increases, its arguments in this regard are not deemed persuasive.

It is true, as the Association points out in its brief, that the District's offer looks poor by comparison to the ESC average dollar spread at selected points on the salary schedule. However, by and large, the dollar spread offered by the District, compares quite favorably to the conference average. On the other hand, the Association's proposal would, in many cases, produce dollar increases far above the average dollar spread with in the conference. It is also true, as the Association argues, that there is some "slippage" in its relative rank which is produced by the District's proposal. However, under the final offer selection process, the undersigned is not privileged to reconstruct the Association's proposal to avoid those problems but must instead select between two relatively debatable proposals. Further, the Association's salary proposal cannot be viewed in isolation from the proposal on optical insurance or the District's proposal on the cost-of-living proposal.

#### OVERALL EVALUATION

An overall evaluation of the parties' respective final offers convinces the undersigned that the Association's proposal for a substantial across-the-board percentage increase in each and every cell of the salary schedule, combined with continuation of the progressive steps contained within that schedule and the overall index developed under the 1979-1981 Collective Bargaining Agreement when taken into account with the Association's proposal to introduce a substantial new fringe benefit, relatively unprecedented among available comparables, causes its offer to be relatively less reasonable under the statutory criteria than that proposed by the District. While the District's proposal would, in some respects, cause an adverse modification in the salary structure and an adverse modification in the cost-of-living formula, its proposal must be deemed the more reasonable in light of the statutory criteria. For the above and foregoing reasons, the undersigned renders the following

#### AWARD

The District's final offer, as modified by the stipulation of the parties during the mediation of this dispute, shall be included in the parties' 1981-1983 Collective Bargaining Agreement along with all of the provisions of the 1979-1981 Collective Bargaining Agreement which are, by agreement of the parties, to remain unchanged and the stipulated changes agreed to by the parties.

Dated at Madison, Wisconsin this 9th day of August, 1982.

  
George R. Fleischli  
Mediator/Arbitrator

## APPENDIX A

1980-81

## SALARY AND STRS SCHEDULE

YEAR	BA	BA+6	BA+12	BA+18	BA+24	BA+30
0	11,346	11,625	11,903	12,181	12,459	12,737
STRS	567.30	581.25	595.15	609.05	622.95	636.85
1	11,625	11,903	12,181	12,459	12,737	13,015
STRS	581.25	595.15	609.05	622.95	636.85	650.75
2	11,958	12,236	12,515	12,793	13,071	13,349
STRS	597.90	611.80	625.75	639.65	653.55	667.45
3	12,348	12,626	12,904	13,182	13,460	13,738
STRS	617.40	631.30	645.20	659.10	673.00	686.90
4	12,793	13,071	13,349	13,627	13,905	14,183
STRS	639.65	653.55	667.45	681.35	695.25	709.15
5	13,293	13,571	13,849	14,127	14,406	14,684
STRS	664.64	678.55	692.45	706.35	720.30	734.20
6	13,849	14,127	14,406	14,684	14,962	15,240
STRS	692.45	706.35	720.30	734.20	748.10	762.00
7	14,461	14,739	15,017	15,296	15,574	15,852
STRS	723.05	736.95	750.85	764.80	778.70	792.60
8	15,129	15,407	15,685	15,963	16,241	16,519
STRS	756.45	770.35	784.25	798.15	812.05	825.95
9	15,852	16,130	16,408	16,686	16,964	17,242
STRS	792.60	806.50	820.40	834.30	848.20	862.10
10			17,187	17,465	17,743	18,021
STRS			859.35	873.25	887.15	901.05

## SALARY AND STRS SCHEDULE

YEAR	MA	MA+6	MA+12	MA+18	MA+24
0 STRS	13,015 650.75	13,349 667.45	13,683 684.15	14,016 700.80	14,350 717.50
1 STRS	13,293 664.65	13,627 681.35	13,961 698.05	14,294 714.70	14,628 731.40
2 STRS	13,627 681.35	13,961 698.05	14,294 714.70	14,628 731.40	14,962 748.10
3 STRS	14,016 700.80	14,350 717.50	14,684 734.20	15,017 750.85	15,351 767.55
4 STRS	14,461 723.05	14,795 739.75	15,129 756.45	15,462 773.10	15,796 789.80
5 STRS	14,962 748.10	15,296 764.80	15,629 781.45	15,963 798.15	16,297 814.85
6 STRS	15,518 775.90	15,852 792.60	16,185 809.25	16,519 825.95	16,853 842.65
7 STRS	16,130 806.50	16,464 823.20	16,797 839.85	17,131 856.55	17,465 873.25
8 STRS	16,797 839.85	17,131 856.55	17,465 873.25	17,798 889.90	18,132 906.60
9 STRS	17,520 876.00	17,854 892.70	18,188 909.40	18,521 926.05	18,855 942.75
10 STRS	18,299 914.95	18,633 931.65	18,966 948.30	19,300 965.00	19,634 981.70
11 STRS	19,133 956.65	19,467 973.35	19,801 990.05	20,134 1006.70	20,468 1023.40
12 STRS			20,573 1028.65	20,907 1045.35	21,241 1062.05

BOARD OF EDUCATION SALARY & SIRS SCHEDULE

	BA	BA-6	BA-12	BA-18	BA-24	BA-30
1st	12,503.00	12,810.00	13,116.00	13,422.00	13,728.00	14,035.00
SIRS	675.15	440.50	655.78	671.11	686.40	701.75
2nd	12,803.00	13,110.00	13,416.00	13,722.00	14,028.00	14,335.00
SIRS	640.15	655.50	670.80	685.10	701.40	715.75
3rd	13,103.00	13,410.00	13,716.00	14,022.00	14,328.00	14,635.00
SIRS	655.15	670.50	685.80	701.10	716.40	731.75
4th	13,403.00	13,710.00	14,016.00	14,322.00	14,628.00	14,935.00
SIRS	670.15	685.50	700.80	716.10	731.40	746.75
5th	13,703.00	14,010.00	14,316.00	14,622.00	14,928.00	15,235.00
SIRS	685.15	700.50	715.80	731.10	746.40	761.75
6th	14,003.00	14,310.00	14,616.00	14,922.00	15,228.00	15,535.00
SIRS	700.15	715.50	730.80	746.10	761.40	776.75
7th	14,303.00	14,610.00	14,916.00	15,222.00	15,528.00	15,835.00
SIRS	715.15	730.50	745.80	761.10	776.40	791.75
8th	14,603.00	14,910.00	15,216.00	15,522.00	15,828.00	16,135.00
SIRS	745.15	760.50	775.80	791.10	806.40	821.75
9th	15,503.00	15,810.00	16,116.00	16,422.00	16,728.00	17,035.00
SIRS	775.15	790.50	805.80	821.10	836.40	851.75
10th	16,403.00	16,710.00	17,016.00	17,322.00	17,628.00	17,935.00
SIRS	830.15	845.50	860.80	876.10	891.40	906.75
11th			18,216.00	18,522.00	18,828.00	19,135.00
SIRS			905.80	921.10	936.40	951.75
12th						19,435.00
SIRS						971.75
13th						
SIRS						

BOARD OF EDUCATION SALARY & SIRS SCHEDULE

	MA	MA-6	MA-12	MA-18	MA-24
1st	14,342.00	14,709.00	15,077.00	15,444.00	15,813.00
SIRS	717.10	735.45	753.85	772.20	790.65
2nd	14,642.00	15,039.00	15,377.00	15,744.00	16,113.00
SIRS	732.10	750.45	768.85	787.20	805.65
3rd	14,942.00	15,309.00	15,677.00	16,044.00	16,413.00
SIRS	747.10	765.45	783.85	802.20	820.65
4th	15,242.00	15,609.00	15,977.00	16,344.00	16,713.00
SIRS	762.10	780.45	798.85	817.20	835.65
5th	15,542.00	15,909.00	16,277.00	16,644.00	17,013.00
SIRS	777.10	795.45	813.85	832.20	850.65
6th	15,842.00	16,209.00	16,577.00	16,944.00	17,313.00
SIRS	792.10	810.45	828.85	847.20	865.65
7th	16,142.00	16,509.00	16,877.00	17,244.00	17,613.00
SIRS	807.10	825.45	843.85	862.20	880.65
8th	16,442.00	17,109.00	17,477.00	17,844.00	18,213.00
SIRS	837.10	855.45	873.85	892.20	910.65
9th	17,742.00	18,109.00	18,477.00	18,844.00	19,213.00
SIRS	887.10	905.45	923.85	942.20	960.65
10th	18,742.00	19,109.00	19,477.00	19,844.00	20,213.00
SIRS	937.10	955.45	973.85	992.20	1,010.65
11th	19,742.00	20,139.00	20,477.00	20,814.00	21,213.00
SIRS	987.10	1,005.45	1,023.85	1,042.20	1,060.65
12th	20,742.00	21,109.00	21,477.00	21,844.00	22,213.00
SIRS	1,037.10	1,055.45	1,073.85	1,092.20	1,110.65
13th			22,477.00	22,844.00	23,213.00
SIRS			1,123.85	1,142.20	1,160.65

SALARY SCHEDULE

Step	<u>BA</u>	<u>BA+6</u>	<u>BA+12</u>	<u>BA+18</u>	<u>BA+24</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+6</u>	<u>MA+12</u>	<u>MA+18</u>	<u>MA+24</u>
1	12,425	12,730	13,033	13,338	13,642	13,947	14,253	14,616	14,982	15,348	15,713
2	12,730	13,056	13,338	13,642	13,947	14,253	14,556	14,922	15,287	15,652	16,018
3	13,095	13,399	13,704	14,008	14,313	14,616	14,922	15,287	15,652	16,018	16,383
4	13,521	13,825	14,129	14,435	14,740	15,044	15,348	15,713	16,079	16,444	16,810
5	14,008	14,313	14,616	14,922	15,227	15,531	15,836	16,201	16,567	16,931	17,297
6	14,556	14,861	15,165	15,470	15,774	16,079	16,384	16,748	17,117	17,480	17,846
7	15,165	15,470	15,774	16,079	16,384	16,688	16,993	17,359	17,723	18,088	18,454
8	15,836	16,139	16,444	16,748	17,054	17,359	17,662	18,028	18,394	18,758	19,124
9	16,567	16,871	17,175	17,480	17,785	18,088	18,394	18,758	19,124	19,490	19,856
10	17,359	17,662	17,967	18,271	18,576	18,882	19,185	19,550	19,916	20,281	20,647
11			18,820	19,124	19,429	19,733	20,038	20,403	20,768	21,134	21,500
12							20,952	21,317	21,683	22,048	22,412
13								22,653	23,018	23,383	

APPENDIX C