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STATE OF WISCONSIN

SEP 23 1983

BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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 In the Matter of the Petition of :  
 :  
 THE FLORENCE EDUCATION ASSOCIATION: Case V  
 : No. 28775  
 :  
 To Initiate Mediation-Arbitration :  
 Between Said Petitioner and : MED/ARB-1426  
 : Decision No. 19382-A  
 :  
 THE SCHOOL DISTRICT OF FLORENCE :  
 COUNTY :  
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APPEARANCES:

R.A. Arends (Executive Director, WEAC UniServ Council #21) and Charles Garnier (Regional Coordinator), appearing on behalf of the Florence Education Association.

John D. Payant (Attorney) and James Falkner (District Administrator), appearing on behalf of the School District of Florence County.

BACKGROUND:

On January 26, 1981, the Florence Education Association (hereinafter referred to as the "Association") notified representatives of the School District of Florence County (hereinafter referred to as "the Board" or "the District") that they wished to open negotiations for a successor collective bargaining agreement. The Association and the District exchanged proposals on April 29, 1981. Thereafter, the parties met on five or six separate occasions in an effort to reach accord on their successor collective bargaining agreement.

On October 23, 1981, the Association filed a petition requesting that the Wisconsin Employment Relations Commission initiate mediation/arbitration pursuant to Wisconsin Statutes. Subsequently the parties met on two separate occasions with a mediator from the Commission. On February 2, 1982, final offers were certified and on February 10, 1982, an order for mediation/arbitration was issued by the WERC. On March 24, 1982, the Commission issued an order appointing the Undersigned to serve as Mediator-Arbitrator for the purpose of resolving the impasse which existed between the parties.

Subsequent to the selection of the Mediator/Arbitrator, the Commission received a request from at least five citizens of the jurisdiction which is served by the School District, requesting that the initial mediation/arbitration session be held in public for purposes of providing both parties an opportunity to explain and present their supporting arguments for their positions, and to allow members of the public to offer their comments and suggestions. On June 8, 1982, a public hearing was held.

Subsequent to the conclusion of the public hearing, the Mediator/Arbitrator met with the parties in an attempt to resolve the disputes thru mediation. The parties were unable to resolve the outstanding issues. The parties, however, did agree to set a second date for mediation and hearing. On September 17, 1982, the Mediator/Arbitrator met with the parties for the purpose of attempting to mediate a settlement; when that mediation attempt failed, an arbitration hearing took

place immediately thereafter. At the hearing on September 17, 1982, the parties were afforded the opportunity to present relevant evidence and testimony and to make oral arguments. Although no verbatim transcript of the hearing was made, the parties were given an opportunity to submit post-hearing briefs. These were ultimately submitted to and exchanged through the Mediator/Arbitrator. The parties also were afforded the option of exchanging reply briefs, but only the Association chose to file a reply brief.

#### FINAL OFFERS AND ISSUES

The parties were unable to agree on the phrasing of the issues, although there is basic similarity between the parties' proposed statement of the issues. The Board states the issues in the following manner:

1. Whether the salary schedule for 1981-82 offered by the Board is more reasonable than the two (2) year salary schedule of 1981-82 and 1982-83 proposal by the Association.
2. Whether the Board's proposal on dental insurance is fair and equitable.
3. Whether the Board's proposal on maintaining the existing "layoff" language in the contract is fair and equitable.

The Association contends that the issues should be phrased as follows:

1. What are comparable communities to Florence?
2. Which salary schedule is more reasonable for 1981-82?
3. Which family dental insurance is more reasonable for 1981-82?
4. Which layoff procedure is more reasonable for both years in question?
5. Which parties' position on the 1982-83 salaries is the most reasonable?
6. Which parties' position on family dental insurance is more reasonable for 1982-83?
7. Which term of agreement provision is more reasonable?

#### FINAL OFFERS:

A. Final Offer of School Board (See Appendix "A", attached.)

B. Final Offer of the Association (See Appendix "B", attached.)

In addition to the Final Offers certified by the Commission, the parties were able to reach agreement on several other issues relating to these Final Offers. While the Final Offer of the Association states that the parties will reopen the agreement for purposes of arriving at the 1982-83 school calendar, in fact the parties did stipulate to the 1982-83 school calendar prior to commencement of the arbitration proceedings. The parties also entered a stipulation providing for consistent costing figures relating to the Association's

Final Offer and the Board's Final Offer. That stipulation, however, also contains the statement that,

"This stipulation should not be construed as a waiver of the right of either party hereto to argue the appropriateness of any other method of placement or method of determining the level of increase of teacher benefits."

The third stipulation arrived at by the parties after the Final Offers were certified by the WERC provided for a correction in the Association's Final Offer: Step 13, Lane M30, should read \$23,190.00, instead of \$21,390.00, as originally printed.

Statutory Criteria:

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

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

POSITIONS OF THE PARTIES

BOARD'S POSITION:

Comparability

The Board maintains that when the statutory criteria of sec. 111.70(4)(cm)7 are utilized, the Board's Final Offer is more reasonable regardless of the method of computing its offer. The Board acknowledges that its offer must not be compared to wages earned by both public and private sector employees in comparable communities. However, the Board and the Association are not in agreement as to which comparable communities should

be utilized for making these comparisons. The Board argues that the use of the nine other schools in the Northern Lakes Athletic Conference, taken together with eight other similarly sized school districts which are geographically proximate to Florence, should be used. Thus, the Board suggests using 17 school districts. These districts range in student population from 175 to 1,012 students. Florence has 923 students. In addition, the District's list of comparables has a teacher population which is basically the same as the student population, on a relative basis.

The Board feels that the use of the 17 named schools is clearly more appropriate than the Association's inclusion of all of the CESA 3 district schools (which number 20), together with three Northern Lakes Athletic Conference schools which are not members of CESA 3. The Board objects to the inclusion of these schools because the districts chosen by the Association range in population from 175 students to 2,532 students. Two of the Association's comparables have over 2,500 students (Marinette-2,508; Shawano-2,532).

The Board points out that many arbitration decisions give greater weight to student and teacher population, geographic proximity, and athletic conference membership in dealing with the issue of comparability. The Board then points out that in this instance there is no problem with geographic proximity, since both parties in this proceeding have chosen comparable school districts which are proximate to Florence. The Board further points out that school districts aligned in athletic conferences have often been accepted as appropriate comparables by Wisconsin arbitrators. However, the District argues that within athletic conferences there may be disparity in the size of districts. Since the similarity in the size of districts is often crucial, the Board has chosen eight other similarly-sized districts which are not part of the athletic conference but which do stand in geographic proximity to Florence. The Board argues that the Association has chosen school districts which are outside of the conference and which have populations vastly disparate from that of Florence.

The Board next contends that the Arbitrator should choose either the Board's comparables or those comparables which have been agreed to by both the Board and the Association. Since both the Board and the Association agree that there are 17 school districts which can be compared, the Arbitrator has an ample number of school districts with which to compare the reasonableness of the parties' Final Offers. The District lists the following schools as those which they believe to be comparable: Goodman, Laona, Crandon, Pembine, Wabeno, White Lake, Three Lakes, Elcho, Phelps (all schools within the Northern Lakes Athletic Conference); Bonduel, Coleman, Crivitz, Gillett, Lena, Niagara, Suring, and Wausaukee (contiguous schools).

#### Salary Schedules

The Board maintains that its proposed salary schedule for the 1981-82 school year is the more reasonable proposal when that schedule is compared to the salary schedules of the 17 comparable school districts proposed by the Board. It is the District's position that the best method of comparing the salaries of Florence teachers with salaries of teachers in the comparable districts is to place each of the Florence teachers on the salary schedule of the comparable districts, allowing for full educational and experiential credit. The Board then demonstrates (by Board Exhibit 12) that the Board's offer results in higher average salaries for Florence teachers than any other comparable school district, except Wausaukee. Under the Board's rationale, the average teacher in Florence would

earn \$17,505.00 for the 1981-82 school year if the Board's offer were to be accepted; if the Association's Final Offer were to be accepted, the average teacher would earn \$17,821. According to the Board, the average teacher in Wausaukee earned \$17,596.00 during the 1981-82 school year, and Wausaukee teachers are the highest paid teachers under the Board's comparable school districts.

Another method for comparing the Final Offers of the parties, according to the Board, is to look at the dollars saved by placing Florence teachers on the comparable salary schedules. If Florence teachers were placed on the Wausaukee salary schedule for 1981-82, the District would have to pay an additional \$4,753.00; however, according to the Board, on all other salary schedules of comparable districts the Board would actually save money. The amount of savings realized by adopting salary schedules from comparable schools ranges from a savings of \$3,174.00 (Suring) to a savings of \$99,928.00 (Goodman). The Board argues that if the existing teaching staff of the Florence School District taught in any of the comparable school districts besides Wausaukee, their salaries would be lower on the average.

The District argues that the use of "benchmarks" is a far less accurate method for comparing comparable salaries between school districts. The Board states that unless there are employees being paid under the benchmark salary, the idea of benchmarks is useless.. Of the 51.98 full-time equivalent teachers in Florence, over one-half of the teachers are in either the bachelor step or the bachelor plus six step. As an example of the distortions created by comparisons at benchmark points, the District points out that both the Board and the Association have developed exhibits which select the 7th year of the salary schedule as a benchmark; however, only 19.98 FTEs are on the 7th longevity year or less, while 32 teachers are on the 8th longevity step or more.

While maintaining that benchmarks should be given less significance as a method of comparing salary schedules with comparable school districts, the Board has introduced into evidence exhibits which demonstrate benchmark comparisons between salary schedules. Under the Board's Final Offer, the benchmark rankings with comparable school districts are very similar for 1981-82, when compared with the 1980-81 rankings of comparable districts. The Board points out that the Association's Final Offer for the 1981-82 school year results in a dramatic change in comparable rankings at the benchmark positions. According to the Board, adoption of the Association's salary schedule for 1981-82 would result in Florence teachers being paid more than any other district at six of the nine benchmarks utilized. In addition, the Association's salary schedule for 1982-83 would produce a #1 rank for all of the benchmarks with the exception of the bachelor maximum when compared with the other school districts selected by the Board as comparable school districts. The Board concludes its arguments on benchmark positions by stating that comparison of benchmarks with the 17 other comparables supports the Board's 1981-82 Final Offer; the Board argues that its salary proposal retains the position of Florence teachers with comparable school districts.

Another method of comparing the Board's Final Offer with comparable school districts, according to the Board, is to compare the general school aids which are received from the state for education operation expenses. The Board's evidence demonstrates that, when compared with the 17 other school districts selected as comparables, 14 of these districts will receive more state aids in 1982-83 than they received during 1981-82; the remaining four school districts, including

Florence, will receive less general school aids from the state. The Board also points out that the Florence County School District encompasses all of Florence County. The Board notes that Florence County's percentage increase in equalized valuation between 1980 and 1981 is the largest of the 72 counties in the state of Wisconsin. The Board argues that a large percentage increase for equalized valuation has an adverse affect on the monies received from the state for educational purposes.

The Board next suggests that another method for comparing the proposed salary increases to teachers is to compare that increase with other employees in the same community. The Board draws comparisons to employees in both the public and private sectors in and around Florence County. In comparing the Final Offers of the parties to other public employees in Florence County, the Board points out that the only large employer in the public sector is the County itself, which, in 1982, gave all of its employees an increase of 8 1/2%. The Board maintains that the proposed increase to teachers under the Board's Final Offer exceeds the salary increase granted to public employees in Florence County. Although there is no large private employer in Florence County, many residents of Florence work in Dickinson County in the state of Michigan which, in 1981, an average salary increases ranging from 5% to 10%. The Board maintains that its Final Offer for the 1981-82 school year exceeds these average increases in the surrounding private sector as well.

The Board further points out that, when considering the interests and welfare of the general public of Florence County, the economic status of that County must be taken into account. Large employers in the Iron Mountain area have been forced to cease their operations because of the economic climate in Northeastern Wisconsin. Florence County has suffered an unemployment rate in June of 1982 of 12.7%; the unemployment rate in Dickinson County, Michigan (the area where most of the residents from Florence County work) equalled 18.9%. In addition, the citizens of Florence have specifically expressed their concern about large salary increases for teachers during public meetings of the school board.

The Board also argues that, when compared with the cost of living indices, the Board's proposed salary schedule for 1981-82 is clearly fair. The Board points out that the Association contends that the cost of living for 1981 was 8.1%; since the Board's final compensation offer exceeds 10%, it is clear that the Board's Final Offer is more reasonable than the Association's Final Offer. The Board reasons that teachers in the Florence School District not only maintained their purchasing power, but actually exceeded it by approximately 2%. In addition, from a historical perspective, teachers' salaries over the past ten years have exceeded the cost of living increase; therefore, there is no valid argument for accepting the Association's proposed salary schedule which would further expand this disparity between the increase in the cost of living and the actual salary increases received by Florence County teachers.

Addressing the Association's Final Offer for a two year contract, the Board argues that the speculative nature of the economy, coupled with the high unemployment rate, precludes the Arbitrator from selecting the Association's Final Offer. The Board further points out that in the past 17 years, there has never been a multi-year collective bargaining agreement; there have been 17 one-year agreements between the Association and the Board. The Board urges the Arbitrator to reject the Final Offer of the Association for a two-year contract and to accept the Board's Final Offer covering the 1981-82 period. The Board

concludes its arguments by stating that it would be unfair to allow the Association "to sneak in on the coat tail of the 1981-82 offer".

#### Dental Insurance

On the issue of dental insurance, the Board maintains that this is a relatively minor issue in the arbitration proceeding. The Board points out that under either Final Offer the only teachers affected by the Association's proposal for a higher ceiling are those teachers who are under full family coverage, since the entire cost of single subscribers is covered by the existing maximum payments found in the parties' prior contract. The Board argues that the Florence dental program is the fourth best program of the 18 comparable districts, based on premium costs. In addition, the Board states that Florence teachers are generally further ahead from a financial viewpoint because of the amount of dollars that they receive in pocket; and that the contribution on the part of the Board toward dental insurance, while possibly lower than that of other districts, is only one factor in the economic picture of Florence teachers. The Board concludes its arguments by stating that, even if the Association's proposal on dental insurance is found to be more reasonable than that of the Board's, the overall Final Offer of the Association should be rejected because its salary schedule and two year proposal is clearly excessive.

#### Layoff Provisions

The final issue addressed by the Board is the issue of the Association's proposal to change the Layoff Procedure language in the existing contract. The Board interprets the Association's proposal as a change which would result in certification being used as the sole determining factor in deciding who is to be laid off. The Association's proposal also provides for bumping into positions over which the teachers have seniority. The Board points out that those witnesses called by the Association to testify about layoffs basically supported the Board's position that the current language does not present a problem. The Board believes that the testifying teachers further admitted that there is no problem in determining who should be laid off under the existing contract language; and that the teachers who have been laid off in the past would have been laid off under the Association's proposal as well as under the existing language. In addition, remaining teachers were not assigned additional work because of the layoffs. The Board concludes by stating that the Association has failed to demonstrate any reason whatsoever for changing the existing layoff language.

The Board concludes by asking the Arbitrator to choose the offer of the District because it is the most reasonable and equitable of the two. The Board maintains that the most important issues are the salary schedules and the length of the collective bargaining agreement. On these two issues the Board states that its exhibits prove that total compensation for Florence teachers will be maintained at the present position relative to comparable school districts. The Board argues that, since there is no requirement mandating that the District improve its relative ranking, and the Final Offer of the Board maintains the position of its teachers relative to comparable teachers, the Board's offer should be selected by the Mediator-Arbitrator.

## ASSOCIATION'S POSITION:

### Comparability

The Association argues that comparability should include more than the narrow "focusing on one segment of a geopolitical whole". In keeping with this proposition, the Association maintains that a number of sets of statistics should be reviewed by the Arbitrator in determining which Final Offer is the more reasonable. These sets of statistics include national statistics, state statistics, regional statistics and finally, a localized set of statistics. The Association has therefore introduced into evidence comparative information for Florence teachers relative to the overall population of the United States, all teachers throughout the state of Wisconsin, teachers from the comparable school districts making up CESA #3, and finally the four most similar school districts within a 50-mile radius of Florence.

The Association contends that the most appropriate set of comparables for assessing salary schedules, hours, and employment conditions is found in the set of schools which compose CESA 3. The Association has chosen the CESA organization over the athletic conference because, in general, CESA districts are government authorized units with stable boundaries. In addition, CESA 3 encompasses all of the schools in the Northern Great Lakes Athletic Conference except three: Elcho, Phelps and Three Lakes. According to the Association, there is good reason to exclude these three schools. They are not a part of the same regional geopolitical unit as Florence; and, in addition, they are atypical of the other schools in the athletic conference in relation to their major source of revenue. The Association maintains that these three school districts are property-rich lake resort communities whose major source of revenue is local property taxes. The net result of this is that the amount of state aids they receive is quite small. The Association maintains that this creates a very different economic and political climate than the other schools contained in the athletic conference and in CESA 3.

In addition to the CESA 3 school districts, the Association has selected the four most similar Wisconsin schools within a 50-mile radius of Florence. These schools are Niagara, Crandon, Wausaukee, and Crivitz. According to the Association, these four schools most closely match Florence in the number of full-time teachers, the share of the total school budget which is paid locally, and total cost per pupil. When these criteria are applied to all schools within a 50-mile radius of Florence, the four selected schools most closely approximate the demographics of the Florence school district. It is to be noted that these four schools also are found in the CESA 3 composite and therefore do not increase the number of districts being utilized for comparative purposes, but rather provide a subset of schools from the CESA 3 schools by which comparisons can be made. There are 21 schools in the CESA 3 composite: Florence, Niagara, Wausaukee, Crivitz, Crandon, Pembine, Goodman, White Lake, Laona, Waubeno, Lena, Suring, Gillett, Peshtago, Bonduel, Coleman, Menomonie Teachers, Oconto, Oconto Falls, Shawano, and Marinette. The Association supports the reasonableness of its Final Offer by comparing Florence teachers to teachers in these districts.

### Salary Schedules

When the income for Florence teachers is measured against the national average income for selected professionals, it is apparent that teachers in the Florence district earn substantially less than most other professional groups in this country. In fact, the average Florence teacher's weekly wage



for 1980-81 was only slightly higher than the average weekly wage for nonprofessional groups in industry and manufacturing. In addition, argues the Association, the average starting bachelor salary for Florence was \$5,385.00 below the average paid other starting bachelor's degree graduates. At the masters level, Florence teachers were \$9,149.00 below the national average. And, when compared with the national average for all teachers during 1980-81, Florence teachers were \$1,614.00 behind the national average.

When compared with other school districts throughout the state, the Association's offer is clearly more reasonable. During the 1980-81 school year, the average salary for a Florence teacher was \$1,618.00 below the Wisconsin average teacher salary. Professional educators working for the state of Wisconsin earn between \$14,510.00 and \$34,805.00; under the Board's Final Offer the minimum and maximum amounts paid to teachers would be \$11,748.00 and \$21,813. The Association's Final Offer, at the minimum and maximum amounts, are \$12,000.00 and \$23,190. The Association argues that its offer is geared to improve the schedule maximums in order to attract and retain skilled teachers.

When compared with the other CESA 3 school districts, the Association's Final Offer on salary schedules is much more reasonable than that of the Board's. Whether one looks at total compensation, benchmark average percentage increase or the increased dollar amounts per benchmark, in comparison to other CESA 3 schools the Association's offer is clearly more reasonable. The Board's Final Offer only worsens the plight of the underpaid Florence teacher.

The Association's final salary package is designed to improve the upper levels of the masters' columns. Because the Florence schedule has traditionally been deficient in the upper ranges of the masters level in relation to the state average, the Association placed greater emphasis on that area of the schedule. The cost impact to the District is minimal, according to the Association. In order to continue this improvement, the Association has developed a salary schedule for 1982-83 as well. The Association maintains that neither of these schedules would be of great overall cost to the District as there are few teachers on these upper salary levels. The Association's proposed wage rate increase is only 8.8% per step; this increase compares quite favorably with other CESA 3 and contiguous schools that have reached settlement. The 8.8% step increase also measures favorably with the 8.4% step increase for schools throughout the state. The Association contends that the Board's offer for 1982-83 would probably be an increase of only 7%; and that projected increase would result in further significant erosion for Florence teachers relative to their neighbors. The Association attacks the Board's calculation of percentage increases for the '81-82 and '82-83 salary schedules and total compensation. The Association argues that the Board has included in the costing of its proposal the horizontal advancement of credit calculations. The Association points out that the Board did not include these credits in all years at the same placement for everyone, thus making calculations inaccurate and comparisons impossible. In addition, while the Board argues that its Final Offer would maintain the previous year's rank and that the Association's Final Offer would increase the rank of Florence teachers, there are other factors which create the realignment of rankings, not the least of which is a low-end settlement in Oconto.

When compared with other CESA 3 schools where settlements have been reached for the 82-83 school year, the Association points out that the northern tier of CESA 3 schools are settling for

significantly higher wage rates than their southern counterparts. Florence falls within the northern tier of CESA 3. Thus, the Association's Final Offer is clearly in line with existing patterns found in surrounding school districts.

When the salaries of Florence teachers are compared with the four most similar Wisconsin schools within a 50-mile radius of Florence, it is clear that Florence teachers are the most poorly paid of this group. For the past five years Florence teachers have received a smaller percentage increase than any of the four other schools; the average salary for a returning teacher for 1981-82 under the Board's offer would be at least \$300.00 less than that paid to the average teacher in any of those other four districts; under the Association's Final Offer, three schools would continue to have an average salary higher than Florence while Crivitz teachers would realize an increase of \$16.00 less than Florence teachers. Thus, regardless of the geopolitical unit used to compare the salaries of Florence teachers with their counterparts in other locations, the Final Offer of the Association is clearly more reasonable than that of the Board.

#### Term of Agreement

The Association proposes specific language for a two-year contract with specific dates and continuation language. The Association argues that the Board's Final Offer is not specific in terms of when the contract would begin and end, nor as to the status of the contract after expiration of the one year period. The Association points out that teachers in Florence are working under a continuation of wages, hours and conditions of employment clause found in the 1980-81 contract, and that selection of the Board's offer on this issue would endanger the stability that that provision guarantees to teachers who are engaged in the collective bargaining process. The Association contends that the Board's proposed one year agreement language has the effect of eliminating the continuation provision in the contract, and that the burden of proof for eliminating that provision rests with the Board.

The Association further points out that a two year agreement is to be favored on its merits, especially when other issues are looked at in balance. The Association maintains that a two year contract is in the interest of both the public and the employees of the District. To accept the Board's offer would put the parties immediately again into negotiations. While the Board had every opportunity to propose a two year term during negotiations, it chose not to do so. The Association, in its rebuttal brief, objects to the characterization of its Final Offer as being "sneaky". The Association believes that, since its economic proposals are reasonable for both years, a two year proposal best serves the public interest and helps to establish labor peace.

#### Dental Insurance

In accordance with a two year proposal, the Association's Final Offer includes a dental payment plan for both the '81-82 school year and the '82-83 school year. The Board's proposal on dental insurance is to maintain the status quo. The Association points out that for 1980-81 the insurance premiums for the family dental plan was \$32.12 per month, of which the Board paid \$19.58 (61% of the monthly premium). The Association points out that under the Board's position of status quo, that same contribution of \$19.58 results in a contribution by the Board of only 46.2% of the premium. This is because the premium has increased from \$32.12 to \$42.34 for the '81-82 school year. The Association argues that a premium increase of 31.8% without any type of increased contribution on the part of the Board is patently unreasonable.

The Association's Final Offer proposes that the Board contribute \$30.00 per month toward the premium of \$42.34 (70.9% of the premium). The Association argues that this is quite reasonable when you consider that the average percentage of the premium paid in CESA 3 schools is 89% of the monthly premium. The Association also points out that the majority of comparable schools pay the full premium for dental insurance. When compared with the four schools most similar to Florence, the unreasonable position taken by the Board is even more striking: In all four of these schools, the full monthly premium for family dental insurance is paid for by the District.

In regard to the 1982-83 dental insurance proposal, the premiums have again increased: from \$42.34 to \$47.80. The Association's offer is for an increase of 10% which would place the Board payment at \$33.00 per month, compared to the average settled CESA 3 payment of \$33.55 per month. The Association also argues that many of the area schools pay the full premium. The Association contends that the Board's position of no change on this issue is "indefensible". The Association argues that the pattern of dental insurance contributions was established years ago, and that there is no valid reason why the District refused to make an offer of dental insurance contribution for the '82-83 school year.

#### Layoff Provisions

The Association maintains that its proposal for four contractual language changes in the layoff sections of the existing contract would contribute to the stability of employment for Florence teachers. The Association proposes that teachers who have been reduced to part-time have contractual recall rights and other protections under the layoff clause. The Association points out that this may save unnecessary litigation in the future and that such language has been agreed upon in many of the CESA 3 school districts. The Association contends that this language is necessary because the Florence school district has "an unusual penchant" for reducing teachers to part-time. During '80-81 Florence had 3.45 full-time equivalent positions which were filled by part-time teachers; for '82-83 there were 6.01 positions filled by part-time teachers. The Association contends that this is the greater part-time ratio to full-time staff of any school in CESA 3.

The second basic change sought by the Association is to define the work "qualified" presently found in the agreement; the Association's proposed change would define qualified in terms of certification. The Association argues that the language in the present agreement is defective because it does not protect the well-defined set of principles relating to seniority. The Association contends that if the language as it presently exists is permitted to remain in the contract the Board can avoid the consequences of seniority and pick and choose those individuals whom it wishes to lay off based on the Board determining what the word "qualified" means. The Association points out that every other agreement in CESA 3 has a definition similar to or exactly the same as that proposed by the Association.

The third proposed modification of the layoff language relates to the posting of notices and requests for teachers interested in volunteering for layoff be incorporated into the contract. The Association defends the need for the revised language on the basis of equity. The Association argues that this would impose minimum restrictions upon the Board and would reduce the pain and possibly even the necessity for utilizing the layoff clause.

Finally the Association proposes that a time frame be incorporated into the agreement for utilizing bumping rights which may be exercised by a teacher. The Association contends that this is basically a provision to protect the Board from future liability of claims of improper layoff. The Association states that this is a reasonable change and works to the interest of all concerned.

#### DISCUSSION:

##### Comparability

Both the Board and the Association have put forth persuasive arguments for using those districts which each deems to be comparable to Florence. The Mediator/Arbitrator is not inclined to grant much weight to the comparable submitted by the Association based on state-wide averages, in large part because there is sufficient local comparable school districts for purposes of making valid comparisons. In general, state-wide average comparables have not been given significant weight by arbitrators in mediation/arbitration proceedings. Both the District and the Association have agreed that there are 14 other school districts which are comparable to the Florence School District. These 14 school districts include six districts found in the Northern Great Lakes Athletic Conference (Goodman, Laona, Crandon, Pembine, Wabeno and White Lake), and eight school districts found within the boundaries of CESA 3 (Bonduel, Coleman, Crivitz, Gillett, Lena, Niagara, Suring and Wausauke). The District proposed three conference schools which are not included in CESA 3: Three Lakes, Elcho and Phelps; and the Association has proposed to include as comparable districts six schools found in CESA 3 but which are not included in the Conference: Peshtigo, Menomonie, Oconto, Oconto Falls, Shawno and Marinette.

The undersigned Mediator/Arbitrator believes that all of the schools listed above should be included in the list of comparable districts. There is adequate arbitral precedent for utilizing athletic conferences as an appropriate comparable (See Kimberly Area School District, Decision No. 18246-A). And while it is true that athletic conferences in Wisconsin may often change boundaries or shift alignments, it is clear that at least six of the other schools in the Northern Great Lakes Athletic Conference have been agreed to as comparable school districts by both sides. Arbitrators should give significant weight to including those schools which the parties agree are comparable to the district in question. There is also arbitral precedent for using CESA districts as comparable communities (See Richmond Elementary School, Joint District 2, Lisbon-Pewaukee, Decision No. 18176-A). CESA boundaries tend to be well established because they are a governmental creation. In addition, six of the nine athletic conference schools are aligned with CESA 3 and the eight additional schools chosen by the District as comparable school districts all are part of the CESA 3 geographic designation. Thus, while the District proposes that 17 schools be used for comparability purposes, 14 of these are already included in CESA 3. The inclusion of the remaining CESA 3 districts as well as the three CESA 2 schools which are found in the athletic conference (Three Lakes, Elcho and Phelps) tends to give a well-balanced list of comparable school districts from which an analysis of the parties' Final Offers can be made.

While the Association objects to the inclusion of Phelps, Three Lakes and Elcho, these districts match up very well with other districts found in CESA 3 based on FTE teachers and total number of students (although it is clear that Phelps is the smallest district out of the group of comparables). Even the Association recognizes that large and small schools must, of

necessity, be included in any list of comparable districts: in arguing for the inclusion of Marinette as a comparable district, the Association notes that "Teachers in Florence perform essentially the same work as the teachers in Marinette. Marinette is nothing more than roughly three Gillettes." (Association Brief, page 3). Given the overall agreement on the part of the parties that a majority of the districts proposed by each of them would clearly constitute reasonable comparable school districts, it appears both logical and equitable to select those remaining school districts which each of the parties proposes for comparability purposes.

#### Salary Schedules

In analyzing the salary schedules proposed by the District and the Association, it is necessary to analyze the parties' Final Offers within some type of context. In mediation/arbitration, the general framework for this analysis tends to be comparisons to employees performing similar duties in similar communities, or in this case teachers in the comparable school districts previously identified. While other subfactors such as comparisons with employees generally in public employment and in private employment in the same community are also required by criteria "d" of the Statutes, the comparative wages to teachers in comparable communities has traditionally been given the greatest weight by arbitrators. Comparisons to employees involved in similar occupations in communities that have similar demographics should usually be given controlling weight because these comparisons tend to produce more objective and meaningful comparative analysis. The more general comparisons dealing with employees generally found in public employment or employees in private employment in the same community tend to deserve some consideration but usually are not given decisive weight. Thus, the most meaningful analysis of the parties' Final Offers involves viewing those offers in the context of salaries paid to employees performing similar work in the comparable communities previously identified.

Wages of teachers can be compared in a variety of ways. As an aid to analyzing the data on wages, the Mediator/Arbitrator has developed a number of tables for purposes of analyzing the impact of the parties' Final Offers.

Table No. 1

Average Salary Increases for Teachers in  
Comparable Districts

	<u>1980-81</u>		<u>1981-82</u>	<u>\$ Increase</u>	<u>% Increase</u>
Avg. for 23 Comparable Districts	\$15,433		\$17,066	1,603	10.5
Florence	\$15,988	Bd.	17,509	1,521	9.5
		Assn.	17,829	1,841	11.5
± Average	+ 555	Bd.	+ 433	- 112	- 1.1
		Assn.	+ 763	+ 208	+ 0.9
Ranking	9/24	Bd.	9/24		
		Assn.	7/24		

Table No. 1 demonstrates the relationship between the average salary increase for all teachers in the 23 comparable districts based on dollar increases as well as percent increases, with the projected average increase for Florence teachers showing

the dollar increase and percentage increase under both the Board's Final Offer and the Association's Final Offer. It is observed that the dollar increase for the average teacher in the 23 comparable districts for for 1981-82 school year was \$1,633.00, or 10.6% over their 1980-81 salary. The Board's Final Offer falls short of the average while the Association's offer exceeds the average. The Board's Final Offer would result in the average Florence teacher receiving 1.1% less than the average teacher in comparable districts, while the Association's Final Offer would result in the average Florence teacher receiving 0.9% more than the average of the comparable districts. When actual dollar increases are measured, the Board's Final Offer is \$112.00 less than the average increase offered by comparable districts, whereas the Association's Final Offer would result in an average increase of \$208.00 more than the average increase in the comparable districts. In terms of Florence's rank among the comparable districts, in 1980-81 the average income for Florence teachers placed the Florence School District 9th out of 24 districts. The Board's Final Offer would continue Florence in the same position, whereas the Association's Final Offer would result in Florence teachers improving their position to that of 7th out of the 24 districts.

Table No. 2

Analysis of Rank at Benchmarks

<u>Year</u>	<u>BA Min.</u>	<u>BA Max.</u>	<u>MA Min.</u>	<u>MA Max.</u>	<u>Schedule Max.</u>
1980-81	13/24	7/24	7/24	7/24	4/24
1981-82 (offers)					
Board	12/24	8/24	10/24	10/24	6/24
Assn.	9/24	7/24	5/24	3/24	2/24

Table No. 2 compares the Final Offers of the parties by rank analysis with comparable districts at the five most common benchmarks.

Table No. 3

Analysis of Dollar and Percentage Changes at Bechmarks

	<u>BA Minimum</u>		<u>% Increase</u>	<u>\$ Increase</u>
	<u>1980-81</u>	<u>1981-82</u>		
Comparable Averages	\$10,929	\$11,713	7.2	\$ 784
Florence	\$10,979	Bd. \$11,749 Assn. \$12,000	7.0 9.3	769 1,021
+ Average	+\$50 (.46%)	Bd. +\$35 (.29%) Assn. +\$287 (2.45%)	-0.2 +2.3	-15 +237

		<u>BA Maximum</u>		
	<u>1980-81</u>	<u>1981-82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Comparable Averages	\$16,932	\$18,437	8.9	\$1,505
Florence	\$17,566	Bd. \$18,796 Assn. \$18,972	7.0 8.0	1,230 1,406
<u>+ Average</u>	<u>+\$634 (.347%)</u>	Bd. <u>+\$359 (1.94%)</u> Assn. <u>+\$535 (2.90%)</u>	-1.9 -1.0	-275 -99

		<u>MA Minimum</u>		
	<u>1980-81</u>	<u>1981-82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Comparable Averages	\$11,964	\$12,849	7.4	\$ 885
Florence	\$12,179	Bd. \$13,032 Assn. \$13,356	7.0 9.7	853 1,177
<u>+ Average</u>	<u>+\$215 (1.79%)</u>	Bd. <u>+\$183 (1.42%)</u> Assn. <u>+\$507 (3.94%)</u>	-0.4 +2.3	-32 +292

		<u>MA Maximum</u>		
	<u>1980-81</u>	<u>1981-82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Comparable Averages	\$18,564	\$20,217	8.9	\$1,653
Florence	\$19,486	Bd. \$20,850 Assn. \$21,540	7.0 10.5	1,364 2,054
<u>+ Average</u>	<u>+\$634 (.347%)</u>	Bd. <u>+\$633 (3.13%)</u> Assn. <u>+\$1323 (6.54%)</u>	-1.9 +1.6	-289 +401

		<u>Schedule Maximum</u>		
	<u>1980-81</u>	<u>1981-82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Comparable Averages	\$19,201	\$20,989	9.3	\$1,788
Florence	\$20,386	Bd. \$21,813 Assn. \$23,190	7.0 13.8	1,427 2,804
<u>+ Average</u>	<u>+1185 (6.17%)</u>	Bd. <u>+\$824 (3.92%)</u> Assn. <u>+\$2201 (10.48%)</u>	-2.3 +4.5	-361 +1,016

Additional information can be obtained when the Final Offers of the parties are analyzed by dollar and percent increases at the five most common benchmarks (Table No. 3).

An analysis of the data presented in the three tables taking into account the other 23 comparable districts, provide an overall review of the impact of the parties' proposals. The average salary increase for teachers in the comparable districts is \$1,633.00 for the 1981-82 school year, or 10.6% more than the average salary for the comparable teachers for the 1980-81 school year. Florence teachers, on the average, earned \$555.00 more than their counterparts during the 1980-81 school year, placing the average Florence teacher 9th out of 24 comparable school districts. For 1981-82, the Board's proposal would result in a dollar increase of \$1,521.00 for the average Florence teacher, or a 9.5% raise over the prior average

salary; under the Association's proposal, teachers would earn \$1,841.00 more than they did in the prior year, an increase of 11.5%. While the Association's offer is clearly more than the average increase given to the comparable teachers, the Board's proposal is \$112.00 dollars less than the average increase for teachers in comparable districts. When measured on a percentage basis, the Association's offer is 0.9% more than the average percent increase for the comparables, while the Board's offer is 1.1% less than the 10.6% increase offered in comparable districts. However, if the Board's offer were to be accepted, Florence teachers would not suffer a loss in their relative status to the comparables, retaining their 9th position; if the Association's Final Offer were to be chosen, the teachers in Florence would advance to a position of 7th out of the 24 comparable districts.

While it may be argued that the average salary increase proposed by the Board would in effect result in an erosion of the Florence teachers' salaries compared with those of their neighbors, that conclusion is not borne out by a comparative ranking. The erosion factor would, however, exist in terms of the percent increase as well as the actual dollar increase enjoyed by the average teacher in Florence. The Association's offer, on the other hand, would create an additional benefit and an improvement in the position of Florence teachers over those in comparable districts, in both actual dollar increases as well as percentage increases and in Florence's relative ranking with the comparable school districts.

When the offers of the parties are ranked on the basis of salary schedule matched against the salary schedules of comparable districts (Table No. 2), it is apparent that the Board's proposal erodes the position of Florence relative to the neighboring schools; the Association's proposal, by and large, improves the relative ranking at five designated benchmarks. During the 1980-81 school year, Florence ranked 13/24 at the BA minimum, and 7/24 at the BA maximum, the MA minimum and the MA maximum; they ranked 4/24 at the schedule maximum. For 1981-82, if the Board's proposal were to be adopted, there would be an improvement of one position at the BA minimum (12/24), but a loss of one position at the BA maximum (8/24), a loss of three positions at the MA minimum and the MA maximum (10/24), and a loss of two positions at the schedule maximum (6/24). The Association's proposal effects an improvement of four positions at the BA minimum (9/24), holds Florence's relative ranking at the BA maximum (7/24), increases by two Florence's ranking at the MA minimum (5/24), improves its ranking four positions at the MA maximum (3/24), and improves its position by two positions at the schedule maximum (2/24).

This same relative improvement and erosion under the Association's proposal and Board's proposal can more clearly be seen in Table No. 3, wherein the proposal of the Board produces a loss in percentage increase and dollar increase relative to the average increase for the comparables under all five benchmarks, and results in a percent and dollar increase over the average comparables under the Association's offer. At the BA minimum, comparable districts increased their salary schedules by \$784.00 over the 1980-81 salary schedules; the Board's proposal is only \$15.00 less than this average dollar increase, whereas the Association's proposal would be \$237.00 more than the average comparables at this benchmark position. Thus, the Board's proposal more clearly approaches the average comparable increase on salary schedules at the BA minimum. At the BA maximum, however, the Board's proposal is 1.9% or \$275.00 less than the average increase of \$1,505.00; the Association's offer, on the other hand, is 1% less and only \$99.00 less than the average; and therefore, the Association's



offer more clearly approximates the average at the BA maximum. At the MA minimum, the Board's offer is only 0.4% or \$32.00 less than the average salary schedule for the comparable districts, whereas the Association's offer is 2.3% or \$292.00 more than the average salary schedules at this benchmark. The Board offer would therefore clearly be preferable at the MA minimum. At the MA maximum, the Board offer on a percentage basis deviates from the average by a greater amount than the Association's offer. At the schedule maximum the Board's offer is clearly closer to the average for the comparables when measured both in a percentage and in a dollar manner.

After analyzing the salary schedules proposed by the parties for the 1981-82 school year, the Mediator/Arbitrator concludes that the Association's proposal is favored. The Board's proposal results in an erosion in dollars, percentage increases, and relative ranking at the five benchmarks used for comparative purposes. In addition, the Board's proposal also results in an erosion of the average salary for the Florence teachers when compared with other teachers. While it is true that the Association's proposal creates improvements which, from an historical perspective, may not be warranted, there is clearly no showing that an erosion in terms of actual dollars earned or percent increases enjoyed by Florence teachers is justified. Nothing in the record suggests that Florence teachers do not deserve to be paid at a relatively comparable level with other teachers in neighboring communities. Though the Board has strenuously argued that the economic climate of Northern Wisconsin and the Upper Peninsula is depressed, the neighboring schools have suffered from the same economic environment. It is for that very reason that the emphasis for comparison has been placed on comparable communities in the same geographic area. There is no indication that Florence is suffering from an isolated incidence of unemployment or other economic woes; much of the evidence produced by the District indicates that the entire region, including most of the comparables, share the same problems. Thus, the poor economic conditions facing Florence cannot justify erosion of teachers salaries for that community.

The salary schedule for the 1982-83 school year proposed by the Association does not appear to be out of line with those districts that have settled contracts. The second year salary proposal, however, must be viewed in terms of contract duration as well as the reasonableness of the salary schedule itself. In this regard, it is clear that the history of Florence's collective bargaining agreements would favor a one year contract. While the Association argues that the Board's Final Offer presents a confused duration provision, the Mediator/Arbitrator concludes that the Board's proposal of one year is not to be interpreted as a proposal which negates the existing Article XXV Term of Agreement provision. Rather, the Board's proposal, as understood by the Mediator/Arbitrator, would provide for a change of dates in existing Article XXV and would continue the contract in effect for one year forward. Since the 1982-83 calendar has already been determined, the one year period for the 1981-82 school year is really not in question. Since the Association's second year proposal is a fundamental departure from the parties' customary practice of bargaining for one year agreements, the burden is on the Association in this case to show a strong and compelling justification for this change. The Association has not met that burden.

It is true that there is arbitral precedent that can be found in support of two year contracts. There is a great deal of arbitral precedent in support of one year contracts. The arbitral precedent is not conclusive on this issue, and therefore, neither side can truly argue its position based on

arbitrary precedent. More telling in this case is the bargaining history of the parties, and that position clearly favors the Board's proposal. Thus, even though the salary schedule proposed by the Association for the 1982-83 school year may be reasonable, the inclusion of a second year for the collective bargaining agreement is not favored. The Board's position of a one year agreement is to be favored in this matter.

#### Dental Payments

On the issue of dental insurance, the Association's proposal is clearly to be favored. At a time when the cost of dental insurance is increasing, the Board's proposal would result in a contribution by the Board of \$19.58, the same amount as previously paid by the Board under the 1980-81 agreement. The Association has accurately pointed out that the premium has increased for the '81-82 school year by almost 1/3 again, thus requiring that the teachers contribute even greater sums toward maintenance of their dental insurance plan. More than half of the comparable districts pay the full amount of dental insurance, and the average amount paid by boards for 1981-82 is in excess of \$25.00 per month. The Association's proposal that the Board contribute \$30.00 per month toward a premium of \$42.34, or 71% of the premium, is not unreasonable when it is realized that the average percentage contribution for the comparable districts is in excess of 85%. It is true that the District's insurance premiums are close to the highest premiums paid in comparable districts, but it is also significant that the contribution proposed by the Board is one of the lowest contributions of the comparables. On balance, the Mediator/Arbitrator concludes that the Association's proposal on dental insurance is to be favored.

#### Layoff Provisions

The Association has proposed adding a number of provisions to the existing layoff provisions. In part they attempt to justify this because of recent litigation and lack of consistent interpretation as to whether a reduction in hours constitutes a layoff. The Association has presented evidence that the inclusion of the language "in whole or in part" would not be unique to the Florence contract, but rather exists in a number of the comparable school districts. The Association has further demonstrated that Florence has the greatest part-time ratio to full-time staff of any of the other comparable districts. This does provide some justification for inclusion of the proposed changes. The testimony of witnesses at the hearing gives further support to the proposition that layoffs occur within the Florence district and adversely impact the remaining teachers; the Association's proposal attempts to correct this problem. The Mediator/Arbitrator concludes that the Association's proposal for changes in the layoff provisions are slightly favored.

#### Total Final Offer

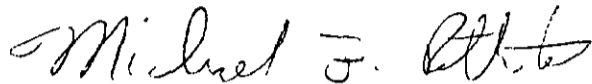
When the Final Offers of the two parties are viewed in their totality, the Association's Final Offer is found to be more reasonable than the proposals of the District. This is based in large part on the Association's proposal for the 1981-82 salary schedule and for dental payments for the 1981-82 school year. While the undersigned believes that the District's position on duration is to be favored, that position cannot outweigh the impact of the District's dental and salary proposals: The erosion suffered by Florence teachers in their relative salaries and their dental premiums cannot be overlooked. While the layoff changes proposed by the Association are clearly not dispositive of this matter, that

position is slightly favored over the proposal of the District. Thus, in the final analysis, the undersigned concludes that the total Final Offer of the Association is more reasonable than that of the Board.

AWARD:

The Final Offer of the Association is found to be the more reasonable and is hereby selected. The parties are further directed to incorporate in their 1981-82 collective bargaining agreement the Final Offer of the Florence Education Association, together with the stipulations of agreement between the parties as submitted to the Wisconsin Employment Relations Commission and those stipulations which were subsequently entered into between the parties.

Dated at Madison, Wisconsin, this 12<sup>th</sup> day of September, 1983.



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Michael F. Rothstein  
Mediator/Arbitrator

APPENDIX A

B E. N. Y

Final Offer of School Board

1. Salary Schedule-7% increase on each spot of the 1980-81 salary schedule.
2. Dental Insurance-Article XX, Paragraph L. Maintain existing language with maximum of \$235.00 for full family coverage.
3. Term-one year contract
4. Article XXII-Retain existing lay off procedure language in 1980-81 contract.

STL >	B	B.6	B.12	B.18	B.24	B.30	B.36	M	M.6	M.12	M.18	M.24	M.30	M.36
1	11748	11940	12133	12325	12518	12711	12903	13032	13224	13417	13609	13802	13995	
2	12335	12528	12720	12913	13105	13298	13491	13683	13876	14068	14261	14454	14646	
3	12922	13115	13308	13500	13693	13885	14078	14335	14527	14720	14913	15105	15298	
4	13510	13702	13895	14088	14280	14473	14665	14986	15179	15372	15564	15757	15949	
5	14097	14290	14482	14675	14868	15060	15253	15638	15831	16023	16216	16408	16601	
6	14685	14877	15070	15262	15455	15648	15840	16290	16482	16675	16867	17060	17253	
7	15272	15465	15657	15850	16043	16235	16428	16941	17134	17327	17519	17712	17904	
8	15860	16052	16245	16437	16630	16823	17015	17593	17786	17978	18171	18363	18556	
9	16447	16640	16832	17025	17217	17410	17603	18245	18437	18630	18822	19015	19208	
10	17034	17227	17420	17612	17805	17997	18190	18896	19089	19281	19474	19667	19859	
11	17622	17814	18007	18200	18392	18585	18777	19548	19740	19933	20126	20318	20511	
12	18208	18401	18593	18786	18979	19171	19364	20198	20391	20584	20776	20969	21161	
13	18796	18988	19181	19373	19566	19759	19951	20850	21043	21235	21428	21620	21813	

APPENDIX B

FINAL OFFER  
OF THE  
FLORENCE EDUCATION ASSOCIATION  
FOR THE  
1981-1983 COLLECTIVE BARGAINING AGREEMENT

This offer includes all tentative agreements stipulated between the parties at the mediation-arbitration investigation conducted by Mr. Christopher Honeyman of the Wisconsin Employment Relations Commission on February 2, 1982.

ARTICLE XXII - LAY OFF PROCEDURE - Change Paragraphs A and B as follows:

- A. If necessary to decrease the number of teachers, *in whole or in part*, by reasons of a substantial decrease of pupil population, or for good reasons within the School District, the Board may lay off the necessary number of teachers taking into account and protecting the seniority of all teachers in the system who are qualified *by certification* for retention. Lay-offs will comply with Chapter 118.22 Wisconsin Statutes.
  - B.
    1. No teacher may be prevented from securing other employment during the periods s/he is laid off under this subsection. Such teachers shall be reinstated in inverse order of their being laid off, if qualified *by certification* for and makes application for the vacancies. Such reinstatement shall not result in a loss of credit for previous years of service. No new or substitute appointments may be made while there are laid off teachers available who will be qualified for certification at the time the position is needed.
    2. *After first asking for volunteers and using attrition as a means to accomplish the necessary reductions, the Board may layoff in the areas necessary and teachers laid off shall be allowed to bump into positions over which they have seniority. The exercise of bumping rights shall occur within two (2) weeks of the layoff notice.*
3. The Board . . . . .

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ARTICLE XXV

TERM OF AGREEMENT

A. This agreement shall be in effect August 15, 1981 and shall remain in effect for two (2) years, or until negotiations on a new contract are concluded. This agreement shall reopen for the 82-83 calendar.

B. If any article or part of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of this agreement should not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such article or part.

This agreement shall be binding on the parties who are signatories hereto.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

FOR THE BOARD:

FOR THE ASSOCIATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Secretary

This agreement was ratified:

By Board \_\_\_\_\_  
Date

By Association \_\_\_\_\_  
Date

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APPENDIX A

1981-1982 SALARY SCHEDULE

Steps	B	B+6	B+12	B+18	B+24	B+30	B+36	M	M+6	M12B42	M18B48	M24	M30
1	12000	12194	12388	12582	12776	12970	13164	13356	13686	14016	14346	14676	15006
2	12581	12775	12969	13163	13357	13551	13745	14038	14368	14698	15028	15358	15688
3	13162	13356	13550	13744	13938	14132	14326	14720	15050	15380	15710	16040	16370
4	13743	13937	14131	14325	14519	14713	14907	15402	15732	16062	16392	16722	17052
5	14324	14518	14712	14906	15100	15294	15488	16084	16414	16744	17074	17404	17734
6	14905	15099	15293	15487	15681	15875	16069	16766	17096	17426	17756	18086	18416
7	15486	15680	15874	16068	16262	16456	16650	17448	17778	18108	18438	18768	19098
8	16067	16261	16455	16649	16843	17037	17231	18130	18460	18790	19120	19450	19780
9	16648	16842	17036	17230	17424	17618	17812	18812	19142	19472	19802	20132	20462
10	17229	17423	17617	17811	18005	18199	18393	19494	19824	20154	20484	20814	21144
11	17810	18004	18198	18392	18586	18780	18974	20176	20506	20836	21166	21496	21826
12	18391	18585	18779	18973	19167	19361	19555	20858	21188	21518	21848	22178	22508
13	18972	19166	19360	19554	19748	19942	20136	21540	21870	22200	22530	22860	23190

23190 - see #4

In order to qualify for interim step advancement, a teacher must successfully complete four (4) inservice days or its equivalent as approved by the administration.

APPENDIX B  
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APPENDIX A1

1982-1983 SALARY SCHEDULE

Steps	B	B+6	B+12	B+18	B+24	B+30	B+36	M	M+6	M12B42	M18B48	M24	M30
1	12996	13208	13420	13632	13844	14056	14268	14478	14842	15206	15570	15934	16298
2	13633	13845	14057	14269	14481	14693	14905	15258	15622	15986	16350	16714	17078
3	14270	14482	14694	14906	15118	15330	15542	16038	16402	16766	17130	17494	17858
4	14907	15119	15331	15543	15755	15967	16179	16818	17182	17546	17910	18274	18638
5	15544	15756	15968	16180	16392	16604	16816	17598	17962	18326	18690	19054	19418
6	16181	16393	16605	16817	17029	17241	17453	18378	18742	19106	19470	19834	20198
7	16818	17030	17242	17454	17666	17878	18090	19158	19522	19886	20250	20614	20978
8	17455	17667	17879	18091	18303	18515	18727	19938	20302	20666	21030	21394	21758
9	18092	18304	18516	18728	18940	19152	19364	20718	21082	21446	21810	22174	22538
10	18729	18941	19153	19365	19577	19789	20001	21498	21862	22226	22590	22954	23318
11	19366	19578	19790	20002	20214	20426	20638	22278	22642	23006	23370	23734	24098
12	20003	20215	20427	20639	20851	21063	21275	23058	23422	23786	24150	24514	24878
13	20640	20852	21064	21276	21488	21700	21912	23838	24202	24566	24930	25294	25658

In order to qualify for interim step advancement, a teacher must successfully complete four (4) inservice day or its equivalent as approved by the administration.

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- A. Appendix A containing the salary schedule is hereby made a part of this agreement.
- B. Placement and Advancement in Grade - In the placement of new employees in the salary schedule, or in the advancement of present employees in the schedule, a step will be construed as one (1) year of teaching experience.
- C. Appendix B containing the extra duty schedule is hereby made a part of this agreement.
- D. Advancement in Classification - If any employee completes the necessary credits for advancement to a higher professional level, s/he will be issued an addendum to the contract reflecting the higher increment, with the pay period immediately following proper verification of such change.
- E. Credit on the salary schedule for experience outside of the School District will be granted as follows:
1. Non-degree - up to four (4) years credit at the discretion of the administrator.
  2. Degree - Five (5) years full credit. Anything over at the discretion of the administrator.
- F. 1. Credits for advancement on the salary schedule shall have the prior approval of the head administrator. The Board will also pay \$55.00 per credit upon completion of an approved course, as tuition assistance. Credits shall be paid at the end of the first quarter and third quarter.
2. By 1983-84, each teacher must secure the necessary credits to advance to a stated lane on the salary schedule. Until that time, the teacher shall be paid on a per credit basis, according to the existing salary schedule. If a teacher does not advance to the next step by 1983-84, s/he shall move backwards to the appropriate lane. For the 1980-81 school year, no teacher may advance more than one equivalency credit lane.
- G. Placement on the salary schedule shall be in accordance with the teacher's years of experience, highest degree and the number of credits earned beyond said degree.
- H. Teachers required in the course of their work to drive personal automobiles shall receive an expense reimbursement of 23 cents per mile. The same shall be given for use of personal cars for field trips or other business of the District.
- I. A retiring teacher may elect to remain a member of the health insurance group by assuming payment.
- J. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full twelve (12) month period for all employees who complete their contractual obligation.
- K. The Board will pay one hundred per cent (100%) of the hospital insurance plan agreed upon by both parties. The health insurance plan shall also include a \$1 deductible prescription rider.
- L. The Board will pay the full single plan or up to \$360.00 per year on a family plan of a Dental Insurance Program, agreed upon by both parties. During the second year of this agreement, the amount paid for the family plan shall be ~~XXXX~~ \$396.00
- M. The Board will provide disability/sick leave insurance according to Plan 1 of the Wisconsin School Insurance Fund. However, in the event of a job related injury, the difference between the insurance benefit of WSIF and the teacher's actual take home pay shall be paid by the District for one year, and the amount deducted from the teacher's accumulated sick leave.
- N. The Board will pay the full teacher's contribution to the Wisconsin State Teachers Retirement Benefit Plan.
- O. Teachers will be paid in twenty-six (26) payments; payments are on alternate Fridays.
- P. If any elementary teacher has more than the recommended number of students in his/her classroom, s/he may be given a teacher's aide, if a qualified aide is available and is wanted by the teacher.
- Q. Any elementary teacher with a split grade may be given a teacher's aide if qualified aide is available and wanted or paid at the rate of \$500.00 per semester at the teacher's option.
- R. The Board will pay the premiums on Life Insurance of \$1,000.00.
- J. B. 5/8/81