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WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Petition of TIGERTON EDUCATION ASSOCIATION to initiate mediation/arbitration between said petitioner and

Decision No. 19931-A

SCHOOL DISTRICT OF TIGERTON

Appearances: Thomas J. Coffey, UniServe Director, for the Association Gary M. Ruesch, Attorney at Law, for the Employer

The Tigerton Education Association, hereinafter referred to as the Association, has been and is the exclusive collective bargaining representative of certain employees of the School District of Tigerton, hereinafter referred to as the Employer, in a collective bargaining unit consisting of all full time certified classroom teachers, librarians and counselors. The Association and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions of the employees in the bargaining unit and that agreement expired on June 30, 1982. On March 23, 1982 the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement and thereafter the parties met on three occasions in efforts to reach an accord. On June 7, 1982 the Association filed a petition requesting the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, to initiate mediation/arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. Daniel L. Bernstone, a member of the Commission's staff, conducted an investigation on August 18, 1982 which reflected that the parties were deadlocked in their negotiations. The parties submitted their final offers to the investigator on September 16, 1982 and the investigation was closed and the Commission notified that the parties remained at impasse.

The Commission concluded that the parties have substantially complied with the procedures required prior to the initiation of mediation/arbitration and that an impasse within the meaning of the Municipal Employment Relations Act exists between the parties with respect to negotiations leading toward a new collective bargaining agreement covering wages, hours and conditions of employment. It ordered that mediation/arbitration be initiated for the purpose

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of issuing a final and binding award to resolve the impasse existing between the parties. Upon being advised that the parties had selected Zel S. Rice II as the mediator/arbitrator the Commission issued an order on October 7, 1982 appointing him as the mediator/arbitrator to endeavor to mediate the issues and dispute pursuant to Section 111.70(4)(cm)6b of the Municipal Employment Relations Act and to issue a final and binding award to resolve the impasse if the mediation proceedings were unsuccessful.

On October 15, 1982 the commission received a petition timely filed by five citizens requesting that the mediator/arbitrator's first meeting with the parties should be in the form of a public hearing. Pursuant to an agreement between the parties the public hearing was scheduled for 8:00 p.m. on December 7, 1982. At the conclusion of the public hearing mediation proceedings were initiated and some flexibility was exhibited by both parties. After a considerable period of mediation it became apparent that agreement between the parties could not be reached and they were still at impasse. Accordingly the arbitration hearing was scheduled for 4:00 p.m. on December 8, 1982 at the Tigerton High School.

The final offer of the Association, attached hereto and marked Exhibit A, proposed a base salary of \$13,200.00 with adjustments throughout the salary schedule based on the increments for experience in training reflected in the index previously agreed upon between the parties. The Association also proposed a provision for personal leave that provided for one day paid personal leave, noncumulative, each year with a restriction that it could not be used the day before or the day after a scheduled vacation or holiday. The Employer's proposal, attached hereto and marked Exhibit B, provided for a base salary of \$12,700.00 the first semester and \$13,000.00 the second semester. Adjustments would be made throughout the salary schedule at the beginning of each semester based on the increments for education and experience contained in the previously agreed upon salary index. The Employer proposed a provision on personal business and/or emergency leave that provided each teacher with one day of personal leave each school year without loss of compensation that could be used only for items of personal business or emergency circumstances that could not be con-

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ducted outside of working hours. The leave could not be used for recreation and it required notice to be given to the superintendent or building principal prior to the date of the leave and the teacher was required to reimburse the Employer for the costs of a substitute teacher.

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The Association relies on several different comparability groups. Comparability Group A is the Central State Athletic Conference consisting of Almond, Amherst, Bowler, Iola-Scandinavia, Menominee Teachers, Port Edwards, Rosholt, Shawano, Shiocton, Tigerton, Tri County and Wild Rose. Those schools have enrollments ranging from the Employer's 432 to a high of 2532 at Shawano. The second high enrollment in Comparable Group A is Amherst, with 883. The full time equilvalency faculty in Comparable Group A ranges from a low of 30.62 at Almond to a high of 149.27 at Shawano. The second highest full time equivalent faculty in Comparable Group A is Menominee Teachers with 71.40 and the third highest is Amherst with 55.5 teachers. The Association also relied on Comparable Group B which consisted of school districts within 100 mile radius of the Employer with teacher staffs of less than 100 that have reached agreement on the 1982-83 collective bargaining agreement. There were 36 schools and the Employer in Comparable Group B. The enrollments in the Comparable Group B schools range from a low of 247 at Taylor to a high of 1492 at Southern Door County. The full time equivalent faculty in Comparable Group B range from a low of 16.75 teachers at Taylor to a high of 79.42 at Columbus. The Association also relied on Comparable Group C which consisted of the school districts within CESA 7 with teacher staffs of less than 100. The enrollment at the five school districts in Comparable Group C ranges from the Employer's low of 432 students to a high of 883 students at Amherst. The full time equivalent faculty in Comparable Group C ranges from a low of 30.62 teachers at Almond to a high of 55.50 at Amherst. Four school districts in Comparable Group A have reached agreement on a 1982-83 collective bargaining agreement. There are 17 school districts in CESA 7 with less than 100 teachers and the four of them in Comparable Group C are the only ones that have reached agreement on a 1982-83 collective bargaining agreement. There are 68 schools within 100 mile radius of the Employer with full time equivalent faculty of less than 100 teachers and the 36 of them in Comparable Group B have reached agreement on a 1982-83 collec-

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tive bargaining agreement.

The 1981-82 BA minimum salaries in Comparable Group A range from a low of \$11,386.00 at Iola-Scandinavia to a high of \$12,500.00 at Shawano with an average of \$12,017.00. The Employer's BA minimum salary of \$12,100.00 was the fifth highest in Comparable Group A during 1981-82. It was \$400.00 below the highest salary in Comparable Group A for a teacher with a BA minimum and \$83.00 above the average salary. The BA step 7 salaries for 1981-82 in Comparable Group A range from a low of \$13,960.00 at Amherst to a high of \$15,750.00 at Shawano with an average of \$14,767.00. The Employer's BA step 7 salary in 1981-82 was \$14,914.00 which was fifth highest in Comparable Group A and \$836.00 below the top salary in the comparable group and \$147.00 above the average salary. The 1981-82 BA maximum in Comparable Group A ranges from a low of \$14,680.00 at Amherst to a high of \$21,203.00 at Port Edwards with an average of \$17,852.00. The Employer's BA maximum salary that year of \$17,728.00 ranked seventh in Comparable Group A and was \$3,475.00 below the top salary and \$124.00 below the average salary. The MA minimum salary in Comparable Group A during 1981-82 ranged from a low of \$12,011.00 at Iola Scandinavia to a high of \$13,657.00 at Port Edwards with an average of \$12,954.00. The Employer's MA minimum salary of \$12,934.00 was eighth highest in Comparable Group A and was \$723.00 below the top salary and \$20.00 below the average salary. The 1981-82 MA step 10 salary in Comparable Group A ranges from a low of \$15,735.00 at Almond to a high of \$18,250.00 at Shawano with an average of \$17,014.00. The Employer paid its MA step 10 teachers \$17,452.00 which was the fifth highest in Comparable Group A and \$798.00 below the top salary and \$438.00 above the average salary. The 1981-82 MA maximum salary in Comparable Group A range from a low of \$17,055.00 at Almond to a high of \$24,338.00 at Port Edwards with an average of \$19,569.00. In 1981-82 the Employer paid its MA maximum teachers \$18,958.00 which was eighth highest in Comparable Group A and \$5,380.00 below the top salary and \$611.00 below the average. The 1981-82 schedule maximum in Comparable Group A ranges from a low of \$17,055.00 at Almond to a high of \$24,907.00 at Port Edwards with an average of \$19,928.00. The Employer's schedule maximum was \$18,958.00 which was ninth highest in Comparable Group A and \$5,949.00 below the top salary and \$970.00 below the average salary.

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The Association relies upon a fourth comparable group, hereinafter referred to as Comparable Group D, which consists of the Employer and the two schools in Comparable Group A that reached agreement during 1982 on a 1982-83 collective bargaining agreement. Those two schools were Almond, and Iola-Scandinavia and their 1981-82 BA minimums were \$11,800.00 and \$11,386.00 respectively. The 1981-82 average in Comparable Group D was \$11,762.00 and the Employer paid the highest BA minimum salary which was \$338.00 above the average BA minimum salary in Comparable Group D during 1981-82. Almond and Iola-Scandinavia paid BA step 7 teachers \$13,975.00 and \$14,188.00 respectively during the 1981-82 while the Employer paid \$14,914.00. The average BA step 7 in Comparable Group D during 1981-82 was \$14,359.00 and the Employer's salary was \$555.00 above the average and ranked number one. The 1981-82 BA maximum in Comparable Group D was \$16,285.00 at Almond, \$16,447.00 at Iola-Scandinavia and the Employer paid \$17,728.00 which ranked number one in Comparable Group D and was \$908.00 above the average BA maximum salary of \$16,820.00. The 1981-82 MA minimum salary in Comparable Group D ranged from a low of \$12,011.00 at Iola-Scandinavia to a high of \$13,095.00 at Almond while the Employer was in the middle with \$12,934.00. The MA minimum average for 1981-82 in Comparable Group D was \$12,680.00 and the Employer was \$161.00 below the top salary and \$254.00 above the average salary and ranked number two. The 1981-82 MA step 10 salaries in Comparable Group D were \$15,735.00 at Almond, \$16,020.00 at Iola-Scandinavia and the Employer ranked number one with \$17,452.00, which was \$1,050.00 above the average MA step 10 salary for Comparable Group D of \$16,402.00. The 1981-82 MA maximums for Comparable Group D were \$17,055.00 at Almond, \$17,902.00 at Iola-Scandinavia and the Employer's \$18,958.00 which was the highest in the group and was \$986.00 above the average of \$17,972.00. The 1981-82 schedule maximums in Comparable Group D were \$17,055.00 at Almond, \$18,184.00 at Iola-Scandinavia and the Employer's \$18,958.00, which ranked number one and was \$892.00 above the average scheduled maximum of \$18,066.00. The 1982-83 BA minimums for Comparable Group D are \$12,744.00 at Almond and \$12,086.00 at Iola-Scandinavia. If the Association's offer of \$13,200.00 is included the average of Comparable Group D would be \$12,677.00 and the Employer would rank number one with a salary of \$523.00 above the average. If the Employer's offer of \$12,850.00 is included

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the BA minimum average for Comparable Group D would be \$12,560.00 and the Employer would still rank number one with a salary of \$290.00 above the average BA minimum salary. BA step 7 salaries for 1982-83 in Comparable Group D are \$15,340.00 at Iola-Scandinavia and \$15,093.00 at Almond. If the Association's offer of \$16,272.00 is included the average BA step 7 salary in the comparable group is \$15,568.00 and the Employer would rank number one with a BA step 7 salary that was \$704.00 above the average. If the Employer's offer of \$15,842.00 is included the 1982-83 BA step 7 average is \$15,425.00 and the Employer would rank number one with a salary of \$417.00 above the average. The 1982-83 BA maximums in Comparable Group D are \$18,134.00 at Iola-Scandinavia and \$17,588.00 at Almond. If the Association's offer of \$19,344.00 is included the average BA maximum salary for 1982-83 in Comparable Group D is \$355.00 and the Employer would rank number one with a salary of \$989.00 above the average. If the Employer's proposal of \$18,833.00 is included the average would be \$18,185.00 and the Employer would rank number one with a salary of \$648.00 above the average. The 1982-83 MA minimums in Comparable Group D are \$14,142.00 at Almond and \$12,911.00 at Iola-Scandinavia. If the Association's offer of \$14,112.00 is included, the MA minimum average is \$13,722.00 and the Employer's MA minimum would be \$30.00 below the top salary and \$390.00 above the average salary in Comparable Group D. If the Employer's final offer of \$13,737.00 is used the MA minimum average if \$13,597.00. The Employer's offer is \$405.00 below the top salary and \$140.00 above the average salary and would rank number two in Comparable Group D. The 1982-83 MA step 10 salaries in Comparable Group D are \$17,482.00 at Iola-Scandinavia and \$17,350.00 at Almond. If the Association's offer of \$19,044.00 is included the average MA step 10 salary would be \$17,957.00 which would make the Employer's MA step 10 salary number one in Comparable Group D and \$1,085.00 above the average. If the Employer's final offer of \$18,534.00 is included the average would be \$17,789.00 which would rank the Employer at the top with a salary of \$745.00 above the average. The 1982-83 MA maximums for Comparable Group D are \$19,876.00 at Iola-Scandinavia and \$18,419.00 at Almond. If the Association's offer is included the average MA maximum salary in Comparable Group D is \$19,661.00 and the Employer would be ranked number one with a salary that was \$1,027.00 above the average. If the

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Employer's offer of \$20,132.00 is included the average would be \$19,476.00 and the Employer would rank number one with a salary of \$656.00 above the average. The 1982-82 scheduled maximums in Comparable Group D are \$20,175.00 at Iola-Scandinavia and \$18,419.00 at Almond. If the Association's offer of \$20,688.00 is included the average is \$19,761.00 and the Employer would rank number one with a salary of \$927.00 above the average. If the Employer's offer of \$20,132.00 is included the average would be \$19,575.00 and the Employer would rank number two with a salary of \$43.00 below the top and \$557.00 above the average.

The Association relies on Comparable Group E which consists of all those school districts in the Central State Athletic Conference that have reached agreement on the 1982-83 salary. During 1981-82 the BA minimum in Comparable Group E ranged from a low of \$11,386.00 at Iola-Scandinavia to a high of \$12,415.00 at Port Edwards. The Employer ranked second in Comparable Group E with a salary of \$12,100.00 which is \$315.00 below the top and \$200.00 above the average of \$11,900.00. The 1981-82 BA step 7 salary in Comparable Group E range from a low of \$13,960.00 at Amherst to a high of \$15,451.00 at Port Edwards with an average of \$14,498.00. The Employer ranked second with a salary of \$14,914.00 which was \$537.00 below the top and \$416.00 above the average. The 1981-82 BA maximum for Comparable Group E ranged from a low of \$14,680.00 at Amherst to a high of \$21,203.00 at Port Edwards with an average of \$17,269.00. The Employer's BA maximum that year was \$17,728.00 which ranked number two and was \$3,475.00 below the top salary and \$459.00 above the average salary. The 1981-82 MA minimum in Comparable Group E ranged from a low of \$12,011.00 at Iola-Scandinavia to a high of \$13,657.00 at Port Edwards with an average of \$12,899.00. The Employer's 1981-82 MA minimum of \$12,934.00 ranked number three and was \$723.00 below the top salary and \$35.00 above the average. The 1981-82 MA step 10 salary in Comparable Group E ranged from the low of \$15,735.00 at Almond to a high of \$17,951.00 at Port Edwards with an average of \$16,640.00. The Employer ranked number two with a salary of \$17,452.00 which was \$499.00 below the top and \$812.00 above the average MA step 10 salary for Comparable Group E. The 1981-82 MA maximum for Comparable Group E ranged from a low of \$17,055.00 at Almond to a high of \$24,338.00 at Port Edwards with an average of

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\$19,219.00. The Employer had an MA maximum that year of \$18,958.00 which ranked at number two and was \$5,380.00 below the top and \$261.00 above the average in Comparable Group E. The 1981-82 scheduled maximum in Comparable Group E ranged from a low of \$17,055.00 at Almond to a high of \$24,907.00 at Port Edwards with an average of \$19,389.00. The Employer had a schedule maximum of \$18,958.00 which ranked at number two and was \$5,949.00 below the top and \$431.00 below the average of Comparable Group E.

The 1982-83 BA minimum among those schools in Comparable Group E that have reached agreements range from a low of \$12,086.00 at Iola-Scandinavia to a high of \$13,215.00 at Port Edwards. If the Association's offer of \$13,200.00 is included the average would be \$12,789.00 and the Employer would rank number two with a salary \$15.00 below the top and \$411.00 above the average. If the Employer's proposal of \$12,850.00 is included the average would be \$12,719.00 which would rank the Employer number two with a salary of \$365.00 below the top and \$131.00 above the average. The 1982-83 BA step 7 salary in Comparable Group E ranges from a low of \$15,093.00 at Almond to a high of \$16,736.00 at Port Edwards. If the Association's offer of \$16,272.00 is included the average is \$15,736.00 and the Employer would rank number two with a salary \$464.00 below the top and \$536.00 above the average. If the Employer's final offer of \$15,840.00 is included the average is \$16,186.00 and the Employer would rank number 2 with a salary \$894.00 below the top and \$344.00 below the average. The 1982-83 BA maximum in Comparable Group E ranges from a low of \$16,084.00 at Amherst to a high of \$23,275.00 at Port Edwards. If the Association's final offer of \$19,344.00 is included the average would be \$18,885.00 and the Employer would rank number two with a salary \$3,931.00 below the top and \$459.00 above the average. If the Employer's final offer of \$18,833.00 is included the average would be \$18,783.00 and the Employer would still rank number two with a salary \$4,442.00 below the top and \$50.00 above the average. The 1982-83 MA minimum in Comparable Group E ranges from a low of \$12,911.00 at Iola-Scandinavia to a high of \$14,537.00 at Port Edwards. If the Association's final offer of \$14,112.00 is included the average would be \$13,881.00 and the Employer would rank number three with a salary \$425.00 below the top and \$231.00 above the average. If the Employer's final offer of \$13,737.00 is included the

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average would be \$13,806.00 and the Employer would rank number three with a salary \$800.00 below the top and \$69.00 below the average. The 1982-83 MA step 10 salary in Comparable Group E ranges from a low of \$17,350.00 at Almond to a high of \$19,310.00 at Port Edwards. If the Association's final offer is included the average is \$19,044.00 and the Employer would rank number two with a salary \$266.00 below the top and \$906.00 above the average. If the Employer's final offer of \$18,534.00 is used the average would be \$18,036.00 and the Employer's offer would rank number two and be \$776.00 below the top and \$498.00 above the average. The 1982-83 MA maximum for Comparable Group E ranges from the \$18,419.00 at Almond to the high of \$26,498.00 at Port Edwards. If the Association's final offer of \$20,688.00 is included the average would be \$21,041.00 and the Employer would rank number two with an MA maximum that was \$5,910.00 below the top and \$353.00 below the average. If the Employer's final offer is included the average would be \$20,930.00 and the Employer would pay the second highest MA maximum which would be \$6,466.00 below the top and \$798.00 below the average. The 1982-83 schedule maximum in Comparable Group E ranges from the low of \$18,419.00 at Almond to a high of \$27,251.00 at Port Edwards. If the Association's final offer of \$20,688.00 is included the average would be \$21,231.00. That would make the Employer's schedule maximum second high in Comparable Group E and it would be \$6,563.00 below the top salary and \$543.00 below the average. If the Employer's final offer of \$20,132.00 is included the average would be \$21,120.00 and the Employer's pay would rank third which would be \$7,119.00 below the top and \$988.00 below the average.

The 1981-82 BA minimum for Comparable Group B range from a low of \$10,600.00 at Goodman to a high of \$12,789.00 at Osseo with an average of \$11,915.00. The Employer's BA minimum was \$12,100.00 which was sixth highest in Comparable Group B and \$689.00 below the top and \$185.00 above the average. The 1981-82 BA step 7 salary for Comparable Group B range from a low of \$13,750.00 at Randolph to a high of \$15,990.00 in Southern Door with an average of \$14,717.00. The Employer had a BA step 7 salary of \$14,914.00 which ranked fifteenth and was \$1,076.00 below the top salary and \$197.00 above the average salary. The 1981-82 BA maximum in Comparable Group B ranged from a low of \$14,680.00 at Amherst to a high of \$21,203.00 at Port Edwards with an average of \$17,209.00. The Employer paid

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a BA maximum of \$17,728.00 which ranked twelfth in the comparable group and was \$3,475.00 below the top and \$519.00 above the average. The 1981-82 MA minimum for Comparable Group B ranged from a low of \$11,095.00 at Goodman to a high of \$14,367.00 at Green Lake with an average of \$12,955.00. The Employer paid an MA minimum of \$12,934.00 which ranked number twenty in the comparable group and it was \$1,433.00 below the top salary and \$21.00 below the average. The 1981-82 MA step 10 salary for Comparable Group B range from a low of \$15,900.00 at Randolph to a high of \$19,280.00 at Random Lake with an average of \$17,356.00. The Employer had an MA step 10 salary of \$17,452.00 which ranked seventeenth and was \$1,828.00 below the top and \$96.00 above the average. The 1981-82 MA maximum for Comparable Group B range from a low of \$17,055.00 at Almond to a high of \$24,338.00 at Port Edwards with an average of \$19,546.00. The Employer's 1981-82 MA maximum was \$18,958.00 which ranked twenty-second in the comparable group and was \$5,380.00 below the top salary and \$588.00 below the average salary. The 1981-82 schedule maximum for Comparable Group B ranged from a low of \$17,055.00 at Almond to a high of \$24,907.00 at Port Edwards with an average of \$20,232.00. The Employer ranked twenty-sixth with a salary of \$18,958.00 which was \$5,949.00 below the top salary and \$1,274.00 below the average salary.

The 1982-83 BA minimum for Comparable Group B range from a low of \$11,396.00 at Goodman to a high of \$13,945.00 at Osseo. If the Association's final offer of \$13,200.00 is included the average would be \$12,821.00 and the Employer would rank number four with a salary of \$745.00 below the top and \$379.00 above the average. If the Employer's final offer is included the average is \$12,811.00 and the Employer's salary would rank nineteenth and be \$1,095.00 below the top and \$39.00 above the average. The 1982-83 BA step 7 salary in Comparable Group B ranges from a low of \$14,650.00 at Cambria to a high of \$17,355.00 at Southern Door County. If the Association's final offer of \$16,272.00 is included the average is \$15,873.00. The Employer would rank eleventh in the comparable group and would be \$1,083.00 below the top and \$399.00 above the average. If the Employer's final offer of \$15,842.00 is included the average would be \$15,862.00 and the Employer's salary would rank nineteenth and be \$1,513.00 below the top and \$20.00 below the average. The 1982-83 BA maximum in Comparable Group B ranges from a low of \$15,980.00 at Granton to a high of \$23,275.00 at Port

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Edwards. If the Association's final offer of \$19,344.00 is included the average is \$18,656.00 and the Employer's offer would rank number eleven and be \$3,931.00 below the top and \$688.00 above the average. If the Employer's final offer of \$18,833.00 is included the average would be \$18,642.00 and the Employer would rank fifteenth with a salary that was \$4,442.00 below the top and \$191.00 above the average. The 1982-83 MA minimum for Comparable Group B range from a low of \$12,701.00 at Goodman to a high of \$15,222.00 at Green Lake. If the Association's final offer of \$14,112.00 is included the average is \$13,994.00. The Employer would rank sixteenth with a MA minimum of \$1,110.00 below the top and \$118.00 above the average. If the Employer's final offer of \$13,737.00 is included the average would be \$13,984.00 and the Employer would rank twentyeighth with an MA minimum of \$1,485.00 below the top and \$247.00 below the average. The 1982-83 MA step 10 in Comparable Group B ranges from a low of \$16,900.00 at Randolph to a high of \$2,104.00 at Random Lake. If the Association's final offer of \$19,044.00 is included the average would be \$18,789.00 and the Emplyer would rank fifteenth with an MA step 10 salary \$1,996.00 below the top and \$255.00 above the average. If the Employer's final offer of \$18,534.00 is included the average would be \$18,775.00 which would rank twenty-second in Comparable Group B and be \$2,506.00 below the top and \$241.00 below the average. The 1982-83 MA maximum in Comparable Group B ranges from a low of \$18,419.00 at Almond to a high of \$26,598.00 at Port Edwards. If the Association's final offer of \$20,688.00 is included the average would be \$21,256.00. The Employer's MA maximum would rank twenty-second and be \$5,910.00 below the top and \$568.00 below the average. If the Employer's final offer of \$20,132.00 was included the average would be \$21,241.00 which would rank twentyfifth and be \$6,466.00 below the top and \$1,109.00 below the average. The 1982-83 schedule maximum for Comparable Group B ranges from a low of \$18,419.00 at Almond to a high of \$27,251.00 at Port Edwards. If the Association's final offer of \$20,688.00 is included the average would be \$22,008.00. The Employer's offer would rank twenty-seventh and be \$6,653.00 below the top and \$1,320.00 below the average. If the Employer's final offer of \$20,132.00 is included the average would be \$21,993.00 and the Employer's salary would rank thirtieth and be \$7,119.00 below the top and \$1,861.00 below the average.

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Comparable Group F consists of all of the schools within 100 mile radius of the Employer with less than 100 teachers that reached agreement on a 1982-83 collective bargaining agreement during 1982. The 1981-82 BA minimum for Comparable Group F ranged from a low of \$10,600.00 at Goodman to a high of \$12,175.00 at Green Lake with an average of \$11,833.00. The Employer's BA minimum of \$12,100.00 was second high and \$75.00 below the top and \$267.00 above the average. The 1981-82 BA step 7 salary in Comparable Group F range from a low of \$13,750.00 at Randolph to the high of \$15,665.00 at Random Lake with an average of \$14,608.00. The Employer's BA step 7 salary of \$14,914.00 ranked ninth and it was \$751.00 below the top salary and \$306.00 above the average. The 1981-82 BA maximum in Comparable Group F ranged from a low of \$15,085.00 at Taylor to a high of \$20,485.00 at Random Lake with an average of \$17,025.00. The Employer's BA maximum was \$17,728.00 which ranked seventh and was \$27,057.00 below the top and \$703.00 above the average. The 1981-82 MA minimum for Comparable Group F ranged from the low of \$11,095.00 at Goodman to a high of \$14,367.00 at Green Lake with an average of \$12,879.00. The Employer's MA minimum was \$12,934.00 which ranked twelfth and was \$1,433.00 below the top salary and \$55.00 above the average. The 1981-82 MA step 10 salary in Comparable Group F ranged from a low of \$15,900.00 at Randolph to a high of \$19,280.00 at Random Lake with an average of \$17,281.00. The Employer's MA step 10 salary was \$17,452.00 which ranked eleventh and was \$1,828.00 below the top and \$171.00 above the average. The 1981-82 MA maximum in Comparable Group F ranged from a low of \$17,055.00 at Almond to a high of \$22,895.00 at Random Lake with an average of \$19,171.00. The Employer paid an MA maximum salary of \$18,958.00 which ranked twelfth and was \$3,937.00 below the top and \$213.00 below the average. The 1981-82 schedule maximum in Comparable Group F ranged from a low of \$17,055.00 at Almond to a high of \$24,341.00 at Random Lake with an average of \$19,860.00. The Employer's schedule maximum during 1981-82 was \$18,958.00 which ranked fifteenth and was \$5,383.00 below the top and \$902.00 below the average.

The 1982-83 BA minimum in Comparable Group F ranged from a low of \$11,396.00 at Goodman to a high of \$13,150.00 at Random Lake. If the Association's proposal of \$13,200.00 is included, the average is \$12,703.00 and the Employer's BA minimum would rank number one and be \$497.00 above the average. If the

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Employer's final offer of \$12,850.00 was included the average would be \$12,689.00. The Employer would rank number ten and be \$300.00 below the top and \$161.00 above the average. The 1982-83 BA step seven salary in Comparable Group F ranges from a low of \$14,650.00 at Cambria to a high of \$17,095.00 at Random Lake, If the Association's offer of \$16,272.00 is included the average would be \$15,707.00. The Employer's BA step seven salary would rank sixth and be \$823.00 below the top and \$565.00 above the average. If the Employer's proposal of \$15,842.00 is included the average would be \$15,689.00. The Employer's BA step seven salary would rank thirteenth and be \$1,253.00 below the top and \$153.00 above the average. The 1982-83 BA maximum in Comparable Group F ranges from a low of \$16,050.00 at Cambria to a high of \$22,355.00 at Random Lake. If the Associations's final offer of \$19,344.00 is included the average is \$18,428.00. The Employer's proposal would rank sixth and be \$3,011.00 below the top and \$916.00 above the average. If the Employer's proposal of \$18,833.00 is included the average would be \$18,406.00. The Employer's BA maximum would rank eighth and be \$3,522.00 below the top and \$427.00 above the average. The 1982-83 MA minimum in Comparable Group F ranges from a low of \$12,701.00 at Goodman to a high of \$15,222.00 at Green Lake. If the Association's final offer of \$14,112.00 is included the average is \$13,896.00. The Employer's MA minimum would rank ninth and be \$1,110.00 below the top and \$216.00 above the average. If the Employer's final offer of \$13,737.00 is included the average would be \$13,880.00. The Employer's MA minimum would rank sixteenth and be \$1,485.00 below the top and \$143.00 below the average. The 1982-83 MA step ten salary in Comparable Group F ranges from a low of \$16,900.00 at Randall to a high of \$21,040.00 at Random Lake. If the Association's proposal of \$19,044.00 is included the average would be \$18,681.00. The Employer's MA step ten salary would rank ninth and be \$1,996.00 below the top and \$363.00 above the average. If the Employer's offer of \$18,534.00 is included the average would be \$18,659.00. The Employer's MA step ten salary would rank thirteenth and be \$2,506.00 below the top and \$125.00 below the average. The 1982-83 maximum in Comparable Group F ranges from a low of \$18,419.00 at Almond to a high of \$24,985.00 at Random Lake. If the Association's final offer of \$20,688.00 is included the average would be \$20,842.00. The Employer would rank twelfth and be \$4,297.00 below the top and \$154.00 below the average. If the Employer's

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final offer of \$20,132.00 is included the average would be \$20,819.00. The Employer's MA maximum would rank fifteenth and be \$4,853.00 below the top salary and \$687.00 below the average. The 1982-83 schedule maximum for Comparable Group F ranges from a low of \$18,419.00 at Almond to a high of \$26,563.00 at Random Lake. If the Association's final offer of \$20,688.00 is included the average is \$21,590.00. The Employer's schedule maximum would rank number sixteen and be \$5,875.00 below the top and \$902.00 below the average. If the Employer's final offer of \$20,132.00 is included the average would be \$21,567.00. The Employer's schedule maximum would rank eighteenth and be \$6,431.00 below the top and \$1,435.00 below the average.

The 1981-82 BA minimum in Comparable Group C ranges from a low of \$11,386.00 at Iola-Scandinavia to a high of \$12,415.00 at Port Edwards with an average of \$11,900.00. The Employer ranked second with a salary of \$12,100.00 which was \$315.00 below the top salary and \$200.00 above the average salary. The 1981-82 BA step seven in Comparable Group C ranged from a low of \$13,960.00 at Amherst to a high of \$15,451.00 at Port Edwards with an average of \$14,498.00. The Employer ranked second with a salary of \$14,914.00 which was \$537.00 below the top and \$416.00 above the average. The 1981-82 BA maximum in Comparable Group C ranged from a low of \$14,680.00 at Amherst to a high of \$21,203.00 at Port Edwards with an average of \$17,269.00. The Employer ranked second with a BA maximum salary of \$17,728.00 which was \$3,475.00 below the top salary and \$459.00 above the average salary. The 1981-82 MA minimum in Comparable Group C ranged from a low of \$12,011.00 at Iola-Scandinavia to a high of \$13,657.00 at Port Edwards with an average of \$12,899.00. The Employer's MA minimum of \$12,934.00 ranked third and was \$723.00 below the top salary and \$35.00 above the average. The 1981-82 MA step ten salary in Comparable Group C ranged from a low of \$16,020.00 at Iola-Scandinavia to a high of \$17,951.00 at Port Edwards with an average of \$16,706.00. The Employer's MA step ten salary of \$17,452.00 ranked second and was \$499.00 below the top and \$746.00 above the average. The 1981-82 MA maximum in Comparable Group C ranged from a low of \$17,055.00 at Almond to a high of \$24,338.00 at Port Edwards with an average of \$19,219.00. The Employer ranked second with an MA maximum of \$19,958.00 which was \$5,380.00 below the top salary and \$261.00 below the average salary. The 1981-82 schedule

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maximum in Comparable Group C ranged from a low of \$17,055.00 at Almond to a high of \$24,907.00 at Port Edwards with an average of \$19,389.00. The Employer ranked second among the five schools in Comparable Group C with a schedule maximum of \$18,958.00. It was \$5,949.00 below the top salary and \$431.00 below the average.

All of the school districts in Comparable Group C except the Employer have reached agreement on a 1982-83 salary schedule. The 1982-83 BA minimum that have been agreed upon range from a low of \$12,085.00 at Iola-Scandinavia to a high of \$13,215.00 at Port Edwards. If the Association's final offer of \$13,200.00 is included the average would be \$12,789.00. The Employer would rank second and be \$15.00 below the top salary and \$411.00 above the average. If the Employer's final offer of \$12,850.00 is included the average would be \$12,719.00. The Employer would still rank second and be \$365.00 below the top salary and \$131.00 above the average. The 1982-83 BA step seven salaries in Comparable Group C range from a low of \$15,093.00 at Almond to a high of \$16,736.00 at Port Edwards. If the Association's final offer of \$16,272.00 is included the average would be \$15,736.00. The Association's final offer would be second highest in the comparable group and would be \$464.00 below the top and \$536.00 above the average. If the Employer's final offer of \$15,840.00 is included the average would be \$15,650.00. The Employer would rank second and be \$894.00 below the top and \$192.00 above the average. The 1982-83 BA maximum in Comparable Group C ranges from a low of \$16,048.00 at Amherst to a high of \$23,375.00 at Port Edwards. If the Association's final offer of \$19,344.00 is included the average would be \$18,885.00 and the Employer would rank second with a salary \$3,931.00 below the top and \$459.00 above the average. If the Employer's final offer of \$18,833.00 is included the average would be \$18,783.00 and the Employer would still rank second with a salary \$4,442.00 below the top and \$50.00 above the average. The 1982-83 MA minimum in Comparable Group C ranges from a low of \$12,911.00 at Iola-Scandinavia to a high of \$14,537.00 at Port Edwards. If the Association's final offer of \$14,112.00 is included the average would be \$13,880.00 and the Employer would rank third with an MA minimum \$425.00 below the top and \$232.00 above the average. If the Employer's final offer of \$13,737.00 is included the average would be \$13,805.00 and the Employer

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would rank third with a MA minimum \$800.00 below the top and \$68.00 below the average. The 1982-83 MA step ten salary in Comparable Group C ranges from a low of \$17,350.00 at Almond to a high of \$19,310.00 at Port Edwards. If the Association's final offer is included the average would be \$18,139.00 and the Employer would have the second highest MA step ten salary. It would be \$266.00 below the top and \$905.00 above the average. If the Employer's final offer of \$18,534.00 is included the average would be \$18,037.00. It would still rank second and be \$776.00 below the top and \$497.00 above the average. The 1982-83 MA maximum in Comparable Group C ranges from a low of \$18,419.00 at Almond to a high of \$26,598.00 at Port Edwards. If the Association's offer of \$20,688.00 is included the average would be \$21,041.00. That would make the Employer's MA maximum second highest in Comparable Group C and \$5,910.00 below the top and \$353.00 below the average. If the Employer's final offer of \$12,132.00 is included the average would be \$20,929.00. The Employer would rank second with a salary \$6,466.00 below the top and \$797.00 below the average. The 1982-83 schedule maximum in Comparable Group C ranges from a low of \$18,419.00 at Almond to a high of \$27,251.00 at Port Edwards. If the Association's final offer of \$20,688.00 is included the average would be \$21,231.00. The Employer would have the second highest schedule maximum in Comparable Group C and it would be \$6,563.00 below the top and \$543.00 below the average. If the Employer's final offer is included the average would be \$21,120.00. The Employer's schedule maximum would rank number three in Comparable Group C and be \$7,119.00 below the top and \$988.00 below the average.

The 1981-82 BA minimums in Comparable Group D were \$11,386.00 at Iola-Scandinavia, \$11,800.00 at Almond and the Employer's \$12,100.00. The average was \$11,762.00 and the Employer ranked number one with a BA minimum \$338.00 above the average. The 1981-82 BA step seven salaries in Comparable Group D were \$13,975.00 at Almond, \$14,188.00 at Iola-Scandinavia and the Employer paid \$14,914.00. The average was \$14,359.00 and the Employer ranked number one with a BA step seven salary \$555.00 above the average. The 1981-82 BA maximum in Comparable Group D were \$16,285.00 at Almond, \$16,447.00 at Iola-Scandinavia and the Employer paid \$17,728.00. The average would be \$16,280.00 and the Employer ranked number one with a BA maximum \$908.00 above the average. The 1981-82 MA minimums in Comparable Group D were \$12,011.00 at

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Iola-Scandinavia, \$12,934.00 at the Employer and \$13,095.00 at Almond. The average was \$12,680.00 and the Employer ranked second with an MA minimum \$161.00 below the top and \$254.00 above the average. The 1981-82 MA step ten salaries in Comparable Grour D were \$16,020.00 at Iola-Scandinavia, \$16,065.00 at Almond and the Employer's \$17,452.00. The average was \$16,512.00 and the Employer ranked number one with an MA step ten salary \$940.00 above the average. The 1981-82 MA maximum salaries in Comparable Group D were \$17,055.00 at Almond, \$17,902.00 at Iola-Scandinavia and the Employer paid \$18,958.00. The average was \$17,972.00 and the Employer ranked number one with a salary \$986.00 above the average. The 1981-82 schedule maximums in Comparable Group D were \$17,055.00 at Almond, \$18,184.00 at Iola-Scandinavia and the Employer paid \$18,958.00. The average was \$18,066.00 at the Employer ranked number one with a schedule maximum \$892.00 above the average.

Two of the school districts in Comparable Group D have reached agreement on 1982-83 salaries. 1982-83 BA minimum salaries are \$12,085.00 at Iola-Scandinavia and \$12,744.00 at Almond. If the Association's final offer of \$13,200.00 is included the average would be \$12,676.00. The Employer would rank number one with a salary \$456.00 above the top and \$524.00 above the average. If the Employer's final offer of \$12,850.00 is included the average would be \$12,560.00. The Employer would rank number one with a salary \$106.00 above the top and \$290.00 above the average. The 1982-83 BA step seven salaries in Comparable Group D are \$15,093.00 at Almond and \$15,340.00 at Iola-Scandinavia. If the Association's offer of \$16,272.00 is included the average would be \$15,568.00. The Employer would rank first with a BA step seven salary \$932.00 above the top and \$704.00 above the average. If the Employer's final offer of \$15,842.00 is included the average would be \$15,425.00. The Employer would still rank number one with a BA step seven salary \$502.00 above the top and \$417.00 above the average. The 1982-83 BA maximums in Comparable Group D are \$17,588.00 at Almond and \$18,134.00 at Iola-Scandinavia. If the Association's final offer of \$19,344.00 is included the average would be \$18,355.00. The Employer would rank number one with a salary \$1,210.00 above the top and \$989.00 above the average. If the Employer's final offer of \$18,833.00 is included the average would be \$18,185.00. The Employer's BA maximum would still rank number one and be \$699.00 above the top and \$648.00 above the average. The 1982-83 MA

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minimums in Comparable Group D are \$12,911.00 at Iola-Scandinavia and \$14,142.00 at Almond. If the Association's final offer of \$14,112.00 is included the average would be \$13,722.00. The Employer would rank number two with an MA minimum \$30.00 below the top and \$390.00 above the average. If the Employer's final offer of \$17,737.00 is included the average would be \$13,587.00. The Employer would then rank number two with a MA minimum \$405.00 below the top and \$150.00 above the average. The 1982-83 MA step ten salaries in Comparable Group D are \$17,350.00 at Almond and \$17,482.00 at Iola-Scandinavia. If the Association's final offer of \$19,044.00 is included the average would be \$17,959.00. The Employer would rank number one with an MA step ten salary \$1,562.00 above the top and \$1,085.00 above the average. If the Employer's final offer of \$18,534.00 is included the average would be \$17,789.00. The Employer would rank number one with an MA step ten salary \$1,052.00 above the top and \$745.00 above the average. The 1982-83 MA maximums in Comparable Group D are \$18,419.00 at Almond and \$19,876.00 at Iola-Scandinavia. If the Association's final offer of \$26,688.00 is included the average would be \$19,661.00. The Employer would rank number one with an MA maximum \$812.00 above the top and \$1,027.00 above the average. If the Employer's final offer of \$20,132.00 is included the average would be \$19,476.00. The Employer would rank number one with an MA maximum \$256.00 above the top and \$656.00 above the average. The 1982-83 schedule maximums in Comparable Group D are \$18,419.00 at Almond and \$20,175.00 at Iola-Scandinavia. If the Association's final offer of \$20,688.00 is included the average would be \$19,761.00. The Employer would rank number one with a salary \$515.00 above the top and \$927.00 above the average. If the Employer's final offer of \$21,132.00 is included the average would be \$19,575.00. The Employer would then rank number two with a schedule maximum \$43.00 below the top and \$557.00 above the average.

In 1981-82 the Employer had a BA base \$300.00 higher than the BA base at Almond. The Association's final offer for 1982-83 would make its BA base \$456.00 higher than Almond while the Employer's proposal would make the BA base \$106.00 higher than Almond. The Employer's 1981-82 BA step seven salary was \$939.00 above that at Almond. The Association's final offer would make the Employer's 1982-83 BA step seven salary \$1,197.00 above that of Almond while the Employer's final offer would make it \$740.00 above that of Almond. The

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Employer's 1981-82 BA maximum was \$1,443.00 higher than that of Almond. The Association's 1982-83 offer would make its BA maximum \$1,756.00 higher than that of Almond while the Employer's proposal would make it \$1,245.00 higher than that of Almond. The 1981-82 MA minimum of the Employer was \$161.00 less than that at Almond. The Association's 1982-83 offer would make its MA minimum \$30.00 less than that of Almond while the Employer's proposal would make Almond's MA minimum \$405.00 higher than that of the Employer. The 1981-82 MA step ten salary of the Employer was \$1,717.00 higher than that at Almond. The Association's 1982-83 offer would make its MA step ten salary \$1,694.00 higher than that of Almond while the Employer's offer would make the Employer's MA step ten salary \$1,184.00 higher than that of Almond. The 1981-82 MA maximum of the Employer was \$1,903.00 above that of Almond. The Association's proposal would make the 1982-83 MA maximum of the Employer \$2,269.00 higher than Almond while the Employer's final offer would make its MA maximum \$1,713.00 higher than that of Almond. The 1981-82 schedule maximum of the Employer was \$1,903.00 higher than that of Almond. The Association's offer would make the Employer's schedule maximum \$2,269.00 higher than that of Almond while the Employer's proposal would make the Employer's schedule maximum \$1,713.00 higher than that of Almond.

The Employer's 1981-82 BA base was \$315.00 less than that of Port Edwards. The Association's proposal would make the Employer's 1982-83 BA base \$15.00 less than that of Port Edwards while the Employer's proposal would make the BA base \$365.00 less than that of Port Edwards. The 1981-82 BA step seven salary of the Employer was \$537.00 less than that of Port Edwards. The Association's proposal would make the 1982-83 BA step seven base of the Employer \$464.00 less than that of Port Edwards while the Employer's proposal would make the Employer's BA step seven salary \$894.00 less than that of Port Edwards. The 1981-82 BA maximum of the Employer was \$3,475.00 less than Port Edwards. The Association's proposal would make the 1982-83 BA maximum \$3,931.00 less than that of Port Edwards while the Employer's proposal would make its MA maximum \$4,442.00 less than Port Edwards. The Employer's 1981-82 MA minimum was \$723.00 less than that of Port Edwards. The Association's proposal would make the 1982-83 BA maximum \$3,931.00 less than that of Port Edwards. The Employer's 1981-82 MA minimum was \$723.00 less than that of Port Edwards. The Sociation's proposal would make the 1982-83 MA minimum of the Employer \$425.00 less than that of Port Edwards while the Employer's proposal would make it \$800.00 less. The 1981-82 MA step ten salary of the Employer was

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\$499.00 less than that of Port Edwards. The Association's proposal would make the 1982-83 MA step ten of the Employer \$266.00 less than that of Port Edwards while the Employer's final offer would make it \$776.00 less. The 1981-82 MA maximum of the Employer was \$5,380.00 less than that of Port Edwards. The Association's proposal would make the Employer's 1982-83 MA maximum \$5,910.00 less than that of Port Edwards while the Employer's proposal would make it \$6,466.00 less. The 1981-82 schedule maximum of the Employer was \$5,949.00 less than that of Port Edwards. The Association's proposal would make the 1982-83 schedule maximum of the Employer \$6,563.00 less than that of Port Edwards while the Employer's proposal would make it \$7,119.00 less.

The 1981-82 BA base of the Employer was \$714.00 more than that of Iola-Scandinavia. The Association's 1982-83 proposal would make its BA base \$1,114.00 more than Iola-Scandinavia while the Employer's proposal would make it \$764.00 higher. The 1981-82 BA step seven salary of the Employer was \$726.00 higher than that of Iola-Scandinavia. The Association's 1982-83 proposal would make its BA step seven \$932.00 higher than that of Iola-Scandinavia while the Employer's proposal would make it \$502.00 more. The 1981-82 BA maximum of the Employer was \$1,281.00 higher than that of Iola-Scandinavia. The Association's 1982-83 offer would make its BA maximum \$1,210.00 higher than that of Iola-Scandinavia while the Employer's final offer would make it \$699.00 more. The 1981-82 MA minimum of the Employer was \$923.00 more than Iola-Scandinavia. The Association's 1982-83 proposal would make its MA minimum \$1,201.00 higher than that of Iola-Scandinavia while the Employer's proposal would be \$826.00 higher. The 1981-82 MA step ten salary of the Employer was \$1,432.00 higher than that of Iola-Scandinavia. The Association's 1982-83 offer would make the MA step ten \$1,562.00 higher than that at Iola-Scandinavia while the Employer's proposal would make it \$1,052.00 higher. The 1981-82 MA maximum of the Employer was \$1,056.00 higher than that at Iola-Scandinavia. The Association's 1982-83 would make the Employer's MA maximum \$812.00 higher than that of Iola-Scandinavia while the Employer's proposal would make it \$256.00 higher. The 1981-82 schedule maximum of the Employer was \$774.00 higher than that at Iola-Scandinavia. The Association's final offer would make the 1982-83 schedule maximum of the Employer \$513.00 higher than Iola-Scandinavia while the

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Employer's final offer would make it \$43.00 higher.

The 1981-82 BA base of the Employer was \$300.00 higher than that of Amherst. The Association's offer would make the BA base of the Employer \$500.00 higher than that of Amherst while the Employer's offer would make it \$150.00 higher. The 1981-82 BA step seven salary of the Employer was \$964.00 higher than that at Amherst. The Association's final offer would make the 1982-83 BA step seven salary of the Employer \$1,034.00 higher than that at Amherst while the Employer's final offer would make it \$604.00 higher. The 1981-82 BA maximum of the Employer was \$3,048.00 higher than that at Amherst. The Association's 1982-83 proposal would make its BA maximum \$3,260.00 higher than Amherst while the Employer's final offer would make it \$2,749.00 higher. The 1981-82 MA minimum of the Employer was \$135.00 higher than Amherst. The Association's final offer would make the Employer's 1982-83 MA minimum \$412.00 higher than Amherst while the Employer's final offer would make it \$37.00 higher. The 1981-82 MA step ten salary of the Employer was \$1,412.00 higher than Amherst. The Association's 1982-83 proposal would make the Employer's MA step ten salary \$1,537.00 higher than Amherst while the Employer's offer would make it \$1,027.00 higher. The 1981-82 MA maximum of the Employer was \$1,118.00 higher than Amherst. The Association's 1982-83 offer would make its MA maximum \$1,066.00 higher than Amherst while the Employer's final proposal would make it \$510.00 higher. The 1981-82 schedule maximum of the Employer was \$1,118.00 higher than Amherst. The Association's 1982-83 proposal would make its schedule maximum \$1,066.00 higher than Amherst and the Employer's final proposal would make it \$510.00 higher.

During the 1978-79 school year the Employer paid a BA minimum salary to its teachers of \$9,700.00. Since that time the United States City Average Consumer Price Index has increased 48.35 points. If the BA minimum salary had increased at the same rate as the consumer price index it would be \$14,390.00 for the 1982-83 school year. The Association's proposal is \$1,190.00 less than that and the Employer's proposal is \$1,540.00 less. The Employer's BA step seven salary was \$11,830.00 during the 1978-79 school year. If the BA step seven salary had increased at the same rate at the consumer price index it would be \$17,550.00 during the 1982-83 school year. The Association's proposal is \$1,278.00 lower

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than that figure and the Employer's proposal is \$1,708.00 lower. The Employer's BA maximum was \$13,960.00 during the 1978-79 school year. If the BA maximum had increase at the same rate as the consumer price index it would be \$20,709.00 during the 1982-83 school year. The Association's proposal of \$19,344.00 is \$1,365.00 behind the increase in the consumer price index while the Employer's proposal of \$18,833.00 is \$1,876.00 behind. The 1978-79 MA minimum salary of the Employer was \$10,200.00. If it had increased at the same rate as the increase in the consumer price index it would be \$15,131.00 during the 1982-83 year. The Association's proposal of \$14,112.00 is \$1,019.00 behind the increase in the consumer price index while the Employer's proposal is \$1,394.00 behind. The Employer's MA step ten salary was \$13,620.00 during the 1978-79 school year. If it had increased at the same rate as the increase in the consumer price index it would be \$20,205.00 during the 1982-83 school year. The Association's proposal of \$19,044.00 is \$1,161.00 behind the increase in the consumer price index while the Employer's proposal of \$18,534.00 is \$1,671.00 behind. The Employer's schedule maximum was \$14,860.00 during the 1978-79 school year. If it had increased at the same rate as the consumer price index it would be \$22,044.00 during the 1982-83 school year. The Association's proposal of \$20,688.00 is \$1,356.00 behind the increase in the consumer price index while the Employer's proposal of \$20,132.00 is \$1,912.00 behind.

The consumer price index for urban consumers increased 9.3% for small metropolitan areas and 10.3% for non-metropolitan areas during the period from August 1981 until August 1982. During the 1978-79 school year a college graduate with a bachelor's degree received a beginning wage of \$15,907.00 and the Employer paid a beginning teacher \$9,700.00. During 1981-82 the beginning wage for a college graduate with a bachelor's degree was \$20,546.00 while the Employer paid a beginning teacher \$12,100.00. In 1978-79 the Employer's beginning teacher received \$6,207.00 less than other college graduates and in 1981-82 that figure had increased to \$8,446.00.

The Employer's new state aid for the 1982-83 school year increased by 12.98% over the preceding year. The local share of the school budget in Comparable Group A during 1981-82 ranged from 7.21% at Menominee Teachers to 77.85% at Plainfield. The local share of the budget for the Employer was the

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ninth lowest in Comparable Group A. The state's share of the budget in Comparable Group A ranged from a low of 17.68% for Plainfield to a high of 54.22% at Bowler. The Employer received the second highest percentage of its budget in the form of state aids during 1981-82. During the 1981-82 school year school districts in Comparable Group B provided shares of their budget ranging from a low of 32.73% at Cornell to a high of 81.62% at Columbus. The Employer provided 44.14% of its budget out of local taxes. The state's share of the school budget in Comparable Group B ranged from a low of 3.72% at Green Lake to a high of 59.89% at Cornell. The Employer received 53.85% of its budget in the form of state aides. In Comparable Group C the local share of the budget for the 1981-82 school year ranged from the Employer's low of 44.14% to Almond's high of 53.50%. The state's share of the local school budget ranged from Iola-Scandinavia's low of 30.2% to the Employer's high of 53.85%.

Four teachers who were on the Employer's 1981-82 staff received total salaries of \$38,243.00. They have been replaced by three teachers receiving salaries totaling \$35,203.00. As a result there has been a saving of \$3,240.00 because of the turnover in facility and reduction in staff.

The unemployment rate in Shawano County where the Employer is located was 8.2% in October of 1982 while it was 10.5% for the state as a whole. Production workers at the Hillshire Farms Packing Plant received salaries on November 21, 1982 ranging from \$9.10 an hour up to \$10.45 an hour. No further education or additional training beyond high school is required at Tigerton Lumber Company, F.W.D.-Clintonville and Hillshire Farms and their starting salaries are \$5.76 an hour, \$7.50 an hour and \$9.00 an hour respectively. The average number of hours devoted to all teaching duties by Wisconsin classroom teachers is 47.4 hours per week and the 1981 December state average for industrial workers in Wisconsin was 40.4 hours per week.

Every school district in Comparable Group A except the Employer gives its teachers personal leave. Every school district in Comparable Group B except the Employer and Osseo School District give their teachers personal leave. Every school district in Comparable Group C except the Employer gives its teachers personal leave. The total salary increases for 1982-83 in Comparable Group C

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range from a low of 8% at Almond to a high of 11.6% at Amherst with an average of 10.21%. The increase in total compensation which includes salary and fringes ranges from a low of 9.24% at Almond to a high of 14% at Iola-Scandinavia with an average of 11.33%.

The Employer relies primarily on a comparable group hereinafter referred to as Comparable Group G which consists of all of the school districts in Comparable Group A plus the school districts of Marion and Wittenberg-Birnamwood which are contiguous to the Employer. The school districts in Comparable Group G have 1981-82 enrollments ranging from the Employer's low of 432 to the high of 2,532 at Shawano. The full time equivalent facility in Comparable Group G range from a low of 30.62 at Almond to a high of 149.27 at Shawano and the Employer ranked next to the bottom with 34.26 full time equivalent teachers. The 1981-82 operating costs per pupil in Comparable Group G ranged from a low of \$1,887.27 at Almond to a high of \$2,800.94 at Port Edwards. The Employer had the fourth highest operating costs per pupil in Comparable Group G. The equalized valuation in Comparable Group G ranged from a low of \$69,453.00 at Bowler to a high of \$191,920.00 at Tri-County. The Employer had the third lowest equalized value in Comparable Group G. The mill rate in Comparable Group G ranged from a low of 8.21 at Almond to a high of 13.85 at Port Edwards. The Employer had the fourth highest mill rate in Comparable Group G during 1981-82. The per capita income in the municipalities which make up the Employer's school district range from a low of \$3,586.00 in the Town of Morris to a high of \$4,982.00 in the Village of Tigerton. The Employer is primarily located in Shawano County and it has a per capita gross income of \$5,175.00 while the other counties that make up the school districts in Comparable Group B have per capita incomes ranging from a low of \$4,961.00 in Waushara County to a high of \$7,358.00 in Outagamie County.

The 1981-82 collective bargaining agreement between the Employer and the Association provided for wages and longevity totaling \$492,956.00. By moving the 1981-82 staff forward on the salary index the Employer has costed its 1982-83 wage and longevity offer at \$532,783.65 which is an 8.08% increase. Using the same method it has costed the Association's final offer at \$547,219.00 which is an 11% increase. The 1981-82 employee cost included \$492,956.00 in

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wages and longevity plus extra duty pay, state retirement system contribution, health insurance, dental insurance, long term disability insurance and Social Security payments which total \$633,264.52. If the cost of those same items is added to the Employer's projection of the cost of its 1982-83 offer, the total cost of employees would be \$686,959.27, which is an increase of 8.48%. If the cost of those same items was added to the Association's final offer, the total cost would be \$704,549.18 which would be an 11.26% increase. The increase in costs reflects not only the increases added to each cell of the salary index but also includes the annual increments earned by the employees upon completion of the 1981-82 school year.

The Employer has given 7% increases to its aides, clerical employees, custodial employess and cooks. These include increases in wages only. Those employees are not represented by a labor organization and the salary increases were not bargained. Three of the townships that make up the Employer's district have given no increases to their employees for 1983 and one has given a 1% increase. The Village of Tigerton has given a 5% increase for 1983 to its employees. None of those municipal employees are represented by unions and the increases were not bargained. Law enforcement employees in Waupaca County received increases totaling 8.63% with a roll down to 7.5% because dispatcher/jailers were taken out of the retirement fund. The remainder of the employees in Waupaca County received 8.5% increases for 1982. The courthouse and law enforcement employees have a two year contract for 1982-83 and they have both agreed on an 8% increase for 1983. Shawano County gave its health care facility employees a 30¢ per hour increase effective January 1, 1982 and an additional 5¢ per hour on June 1st of that year which is a 6.5% increase for the year. Similar increases were given to the highway department employees in Shawano County. The sheriff's department employees had reductions in hours from 42.5 per week to 39.5 per week with an increase of 2% effective July 1st. That resulted in an increase of 6.5% per hour for the year which was the same increase given by Shawano County to its non-union employees. The Tigerton Red Owl Store gave its employees no increase in 1982 and no decision has been made on 1983. Those employees are not represented by a union. The Four Wheel Drive Company gave its employees a 4.5% increase for 1982 which produced an average

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hourly rate of \$8.75 per hour. The 1983 increase was 2.2% which resulted in an average hourly rate of \$8.82. Those employees are represented by a union. Tigerton Lumber Company gave its employees a 7.8% increase in 1982 which resulted in an average hourly rate of \$6.19 per hour. During 1983 their increase will be 8.9% which will produce an average hourly rate of \$6.74. Those employees are represented by a union. The employees at the Schroeder Oil Company are not represented by a union and they received no increases for 1982 or 1983 and will continue to be paid an average hourly rate of \$5.75 per hour. The Marion Plywood employees received a 2.5% increase during 1982 and there are no figures available for 1983.

In 1981 Shawano County had a total real estate assessment of \$52,380,900.00. \$25,431.300.00 was agricultural land and \$21,860,200.00 was forest land. All of the economic indicators in the State of Wisconsin have declined substantially since January of 1981. The average hours of work per week have decreased from 40.4 hours to 39.7 hours since September of 1982. Cash receipts from farm marketing have declined from \$447,000,000.00 in January of 1981 to \$434,500,000.00 in July of 1982. The prices received by farmers were at an index of 288 in January of 1981 and have declined to 141 as of September 1982. The number of manufacturing employees in Wisconsin in January of 1981 was 543,500 people. By September of 1982 that figure had declined to 505,300 employees. During the period from November 1, 1981 to October 31, 1982 fourteen of 180 farm accounts in Shawano County were in default and four were involved in foreclosure proceedings. Generally farm prices and farm income has declined in Wisconsin and throughout the nation during the past year and one-half. In January of 1981 the U.S. City Average All Items Consumer Price Index was at 260.5% and had increased 11.7% over the preceding year. By October of 1982 the U.S. City Average All Items Consumer Price Index had increased to 294.1 but the annual increase was at a rate of 5.1%. The personal consumption expenditures index was at 189.2 in the first quarter of 1981 reflecting an annual increase of 9.5%. By the end of the second quarter of 1982 the personal consumption expenditures index was at 204 which reflected a 5.9% annual increase. By any recognized measure the economy of the United States and the State of Wisconsin has been and remains weak. The prospects for an improvement in the near future are not good and there is a strong possibility of continued unemployment.

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Business failures have been increasing throughout the country and particularly in the agricultural areas.

The Employer had a 1981-82 tax levy of \$528,153.00 with a mill rate of 12.08. The 1982-83 tax levy of the Employer is \$693,608.00 with a mill rate of 14.65. The Employer has issued bonds for a new school in the amount of \$995,000.00 payable over a period of ten years.

DISCUSSION:

The proposals of the Employer and the Association on personal leave are not too different. Each of the parties proposes one day of personal leave with no loss of compensation to the teacher. The Employer would limit the use of personal leave to business which cannot be conducted outside of working hours while the Association would permit it to be used for personal business of any type, but it could not be taken to extend a vacation or holiday. The Employer prohibits the use of personal leave for recreation purposes while the Association would permit it to be used for any reason. Under the Employer's proposal, it must be given notice prior to the date of the leave, although the notice requirement could be waived. The Association requires that notice for the leave should be given 24 hours in advance if possible. Neither proposal provides for accumulation of personal leave. The Employer requires the teacher to pay for the substitute teacher while the Association would have the Employer pay for the substitute teacher. The major difference between the two proposals is that the Association proposes that the Employer pay for the substitute teacher while the Employer proposes that the teacher pay for it. In most other aspects the proposals are very similar and the differences are minor. The Employer concedes in its brief that 7 of the 12 school districts on which it relies for comparison

little difference between them. This arbitration will not turn on the merits of the personal leave provision.

The main difference between the offers of the Association and the Employer The Association's proposal provides a 9.1% increase is the wage rate increase. for each cell of the salary schedule previously agreed upon by the parties. The Employer proposes a two step increase in the salary schedule. The first semester of the 1982-83 school year the Employer's proposal increases each step of the salary schedule by almost 5%. It would increase each cell by almost $2\frac{1}{2}$ the second semester. The overall increase for each cell of the salary schedule would increase by 7.44% under the Employer's proposal. The difference between the two proposals can better be illustrated by considering the base salary that the Employer paid a teacher during the 1981-82 school year which was \$12,100.00. Under the Association's proposal the beginning teacher would receive \$13,200.00 during the 1982-83 school year. Under the Employer's proposal that same teacher would receive \$12,850.00 which would be a 6.19% increase in dollars per year. There is a differential of \$350.00 between the actual amount of wages a beginning teacher would receive under the Employer's proposal and the amount it would receive under the Association's proposal. The Association's proposal would result in the beginning teacher receiving \$1100.00 more under its proposal during the 1982-83 school year while the Employer's proposal would provide that teacher with \$750.00 more than a beginning teacher received the preceding year.

When the annual increments are included the Employer's proposal would result in an average teacher salary increase of \$1284.76 or 8.08% while the Association's proposal would result in an average teacher salary increase of \$1750.42 which is an 11% increase. The Employer contends that that makes the critical issue whether 8.08% or 11% is a more reasonable wage increase in today's economy. The Association concedes that increments are a cost to the Employer but contends they were established to reward teachers as they gain experience and become more valuable and should be considered as similar to salary increases due to increased skills. It contends a more realistic determination of the percentage increase is based on the dollar amount of increase for each bench mark position. The arbitrator is of the opinion that comparison of the increase in salary at the various bench mark positions is a more

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realistic approach to determine the amount of increase at issue in this particular proceeding. The parties have already agreed to the automatic increases for experience in education and they were not based on changes in the cost of living or prices. They reflect the relationship between teachers of various experience and training. The only issue between the parties is the amount of the increase in the base salary which then reflects throughout the salary schedule. In 1981-82 the Employer's teachers were in the middle range of the 12 schools in Comparable Group A. The Association's proposal permits the Employer's teachers to retain their wage relationships with the other school districts in the comparable group that have reached agreement for 1982-83. Two of the school districts reached voluntary settlements in August and September of 1982 and they accurately reflect the economic climate that the arbitrator should consider in those proceedings. Port Edwards and Amherst have 1982-83 salary schedules that represent the second year of a two year agreement bargained in an all together different economic climate. Even though those two agreements were bargained in a different ecomonic climate the increases agreed upon have an impact on the averages in the comparable group and cannot be ignored. The Association's proposal continues the relationships that existed at the various bench mark positions between the Employer and the school districts that have reached agreement in the other comparable groups. The evidence clearly indicates that the Employer's teachers wage rates at the various bench mark positions have suffered real purchasing power loss due to inflation under either party's final offer. The non-metro index from August 1981 to August 1982 increased 10.3%. The Association's proposal is 1% less than this cost of living increase while the Employer's proposal produces nearly 4% less in actual dollars.

At the time of the hearing only four school districts in Comparable Group B had reached agreement on salaries for the 1982-83 school year. They were Almond-Bancroft, Iola-Scandinavia, Port Edwards and Tomorrow River. The Port Edwards and Tomorrow River settlements were the second year of two year agreements negotiated in an all together different economic climate. Because of these factors the Employer contends that the Port Edwards and Tomorrow River settlements have limited value in the instant proceeding. It relies on the Almond-Bancroft and Iola-Scandinavia settlement for 1982-83 which were reached

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in August and September of 1982. Iola-Scandinavia provided for an 11.6% increase in wages only and Almond-Bancroft provided an 8% wage increase. The Employer considers those agreements most contemporary with the economic conditions facing the Employer in the instant proceedings. Those were the only school districts in Comparable Group B that had reached agreement at the time of the instant hearing. Subsequent to the hearing arbitrator Stanley H. Michelstetter issued an award involving the Tri-County Area School District which is part of both Comparable Groups A and B. Arbitrator Michelstetter selected the school district's final offer of an 8% increase in wages.

The Employer argues that its proposal provides its teachers with increases exceeding the increase in the cost of living. That is not quite correct. The proposal provides teachers with increases that exceed the current rate of increase in the cost of living. However it does not equal the increase in the cost of living between July of 1981 when the last salary increase took effect and July of 1982 when the increase in question should take effect. The Employer downgrades the comparison of the increases in the salaries paid to the Employer's teachers over the preceding five years with the increase in the cost of living. Regardless of the Employer's impression of that type of comparison it does show what has happened to the salary at a particular step of the salary schedule compared to the change in the cost of living. It does not account for changes in the salary resulting from the additional experience or training a teacher may have acquired. However those experience and training increments are considered separately from the increase in the cost of living. It is proper to consider the cost of the increment in determining the total increased cost to the Employer but those increments should not be considered when measuring the relationship between the salary at any particular step on the salary schedule and the increase in the cost of living.

The primary problem with the Employer's proposal is its split salary increase. The result of the Employer's split salary increase is to make its second semester wage levels compare more favorably with the wage levels paid by other school districts. The split schedule enables the Employer to maintain the relationships between various positions on the salary schedule without spending as much as the other school districts have spent on salaries and without paying

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its teachers as much. The net impact on the individual teacher is that he or she may end up at the end of the school year with a salary at a level that continues the existing relationship with a teacher in the comparable school districts but he or she will not have received as much money as the teacher in the comparable school district. The Employer points out that the concept of a split salary schedule has been used in school districts in Wisconsin on a number of occasions. It is primarily used as a catch up system to provide teachers with a substantially larger lift than they might ordinarily expect without increasing the actual cost in dollars to the school district a proportionate amount. The split schedule concept has never been used by the Employer in the past nor is it used by any of the school districts which the Employer relies upon as comparables except that it was used in Marion during the 1981-82 school year. The details on how the split increase operated in Marion and the amount of actual salary increase paid that year are not available. The Employer's split salary schedule operates to provide a reasonable lift for each step of the salary schedule over the year but provides a small increase in actual dollars to each step of the salary schedule. That has a substantially different impact than a straight salary schedule increase that provides an increase in dollars for each step of the salary schedule that is comparable to the percentage increase in the lift at each step of the salary schedule.

It is undisputed that the Employer has the lawful authority to pay the salary increase proposed by the Association as well as by the Employer. The equalized valuation per member ratio of the Employer ranks near the bottom of any of the comparable groups. A large segment of its property is agricultural and subject to the depressed economic conditions that exist today. That would suggest that restraint in increasing taxes is warranted. It should be noted that the Employer will have an automatic increase in taxes in order to finance some new construction in the school district. The new construction should not deny teachers a fair and adequate salary that compares with those salaries paid to teachers in comparable groups. A comparison of the salaries would indicate that both the Employer's proposal and that of the Association would result in the Employer retaining approximately the same ranking among the comparable school districts during the second semester. As pointed out earlier the

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Employer's split increase proposal would provide its teachers with fewer dollars of increased salary during 1982-83 school year than is being received by teachers in the same step of the salary schedule in the comparable school districts. The Association's proposal produces a salary increase in dollars of 9.1%. It is 1% less than the increase in the cost of living between August of 1981 and August of 1982 while the Employer's actual wage rate increase in dollars is 4% less than the increase in the cost of living in the preceeding school year. The Employer's proposal is higher than the existing rate of increase in the cost of living but it is more appropriate to base the 1982-83 salary schedule on the increase in the cost of living between August of 1981 and August of 1982 than it is to base it on the current rate of increase. The current rate of increase is more appropriate for determining the 1983-84 salary increases.

FINDINGS AND AWARD

After full consideration of the criteria listed in the statute and after careful and extensive examination of the exhibits and arguments of the parties the arbitrator finds that the Association's final offer attached hereto and marked Exhibit A is preferable to that of the Employer and directs that the Association's proposal be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 14th day of March, 1983.

1_C Zel S. Rice II, Arbitrator

· - : Name of Case: School District of Tigerton and Tigerton Education Association Case V No. 29881 MED/ARB-1730

EXHIBIT "F"

The following, or the attachment hereto, constitutes our final offer for the purpose of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

<u>9/15/87</u> (Date) Una <u>(Representative)</u>

On behalf of: Sohool District of Tigerton

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TIGERTON EDUCATION ASSOCIATION FINAL OFFER

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Education	B. Degree	B+10	B+20	M. Degree
Experience	<u></u>			
Base	13,200	13,504	13,808	14,112
1	13,712	14,028	14,344	14,660
2	14,224	14,552	14,880	15,208
3	14,736	15,076	15,416	15,756
4	15,248	15,600	15,952	16,304
5	15,760	16,124	16,488	16,852
6	16,272	16,648	17,024	17,400
7	16,784	17,172	17,560	17,948
8	17,296	17,696	18,096	18,496
9	17,808	18,220	18,632	19,044
10	18,320	18,744	19,168	19,592
11	18,832	19,268	19,704	20,140
12	19,344	19,792	20,240	20,688
13-15	19,444	19,892	20,340	20,788
16-20	19,544	19,992	20,440	20,888
21-over	19,644	20,092	20,540	20,988

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PERSONAL LEAVE

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An employee will be allowed one (1) day paid personal leave, noncumulative, each year. This day may not be used the day before or the day after a scheduled vacation and/or holiday. Whenever possible, the notice for the leave shall be given by the teacher to the administrator twenty-four (24) hours in advance.

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Igc 9/15/82

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Name of Case: School District of Tigerton and Tigerton Education Association Case V No. 29881 MED/ARB-1730

The following, or the attachment hereto, constitutes our final offer for the purpose of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

Jary M. Bussel (Representative) <u>9-15-82</u> (Date)

On behalf of: School District of Tigerton

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1. <u>Salary Schedule</u>: Revise as attached.

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2. Add the following Article entitled <u>Personal</u> <u>Business</u> <u>and/or Emergency Leave</u> to read as follows:

> "Each teacher shall receive one (1) day of personal leave each school year without loss of compensation only for items of personal business or emergency circumstances which cannot be conducted outside of working hours. This leave cannot be used for recreation. Notice must be given to the Superintendent and the Building Principal prior to the date of the leave, stating the reason for the leave and the fact that the business cannot be conducted outside of working hours. The notice requirement may be waived by the Superintendent. This leave will not be accumulative. The teacher shall reimburse the District for the cost of a substitute teacher."

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SCHOOL DISTRICT OF TIGERTON 1982-83 SALARY SCHEDULE

(FIRST SEMESTER)

Education Experience	B. Degree	<u>(B + 10)</u>	<u>(B + 20)</u>	M. Degree
Base	12,700	12,992	13,284	13,576
1	13,193	13,496	13,800	14,103
2	13,686	14,000	14,315	14,630
3	14,178	14,504	14,830	15,157
4	14,671	15,008	15,346	15,683
5	15,164	15,513	15,861	16,210
6	15,657	16,017	16,377	16,737
7	16,149	16,521	16,892	17,264
8	16,642	17,025	17,408	17,790
9	17,135	17,529	17,923	18,317
10	17,628	18,033	18,438	18,844
11	18,120	18,537	18,954	19,371
12	18,613	19,041	19,469	19,897
13 - 15	18,713	19,141	19,569	19,997
16-20	18,813	19,241	19,669	20,097
21 & over	18,913	19,341	19,769	20,197

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SCHOOL DISTRICT OF TIGERTON 1982-83 SALARY SCHEDULE (SECOND SEMESTER)

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Education Experience	B. Degree	<u>(B + 10)</u>	<u>(B + 20)</u>	M. Degree
Base	13,000	13,299	13,598	13,897
1	13,504	13,815	14,126	14,436
2	14,009	14,331	14,653	14,975
3	14,513	14,847	15,181	15,515
4	15,018	15,363	15,708	16,054
5	15,522	15,879	16,236	16,593
6	16,026	16,395	16,764	17,132
7	16,531	16,911	17,291	17,671
8	17,035	17,427	17,819	18,211
9	17,540	17,943	18,346	18,750
10	18,044	18,459	18,874	19,289
11	18,548	18,975	19,402	19,828
12	19,053	19,491	19,929	20,367
13-15	19,153	19,591	20,029	20,467
16-20	19,253	19,691	20,129	20,567
21 & over	19,353	19,791	20,229	20,667

MM