MAY 1 1 1983

.

STATE OF WISCONSIN

150 , 150 , 150 , 150 , 150 170 This was the

BEFORE THE MEDIATOR/ARBITRATOR

In The Matter of The Mediation/Arbitration Between

ANTIGO EDUCATION ASSOCIATION

and

UNIFIED SCHOOL DISTRICT OF ANTIGO

CASE XX

: :

No. 29764 Med/Arb-1670 Decision No. 19993-A

APPEARANCES:

Thomas J. Coffey, Executive Director, Central Wisconsin UniServ Council-North, appearing on behalf of the Antigo Education Association.

Mulcahy & Wherry, S.C., by <u>Gary M. Ruesch</u>, appearing on behalf of the Unified School <u>District of Antigo</u>.

ARBITRATION HEARING BACKGROUND:

On October 27, 1982, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator, pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse between the Antigo Education Association, referred to herein as the Association, and the Unified School District of Antigo, referred to herein as the Employer. Pursuant to statutory requirements, a public hearing was held and mediation proceedings were conducted between the parties on January 12, 1983. Mediation failed to resolve the impasse. The arbitration hearing was held on January 13, 1983. At that time the parties were given full opportunity to present relevant evidence and make oral argument. The proceedings were not transcribed but make oral argument. The proceedings were not transcribed, but post hearing briefs were filed with the arbitrator on February 14, 1983. Pursuant to agreement reached between the parties, the undersigned was advised on February 21, 1983 that no reply briefs would be filed in the matter.

THE ISSUES:

The parties remain at impasse on the issues of wages and duration. The final offers of the parties appear attached as Appendix "A" and "B".

STATUTORY CRITERIA:

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

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

- A. The lawful authority of the municipal employer.
- B. The stipulations of the parties.
- C. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- D. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and 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:

The parties not only differ on the issues of salary and duration but they differ as to which districts they consider comparable. The Association offers as its set of comparables the Wisconsin Valley Athletic Conference schools contending arbitral practice has recognized the athletic conference as a commonly accepted comparable grouping. Stating that although these schools are not identical they are reasonably similar and arguing the record is void of any evidence which establishes special comparability rules in the District's history of bargaining, the Association contends there is no reason for the Employer to eliminate certain athletic conference schools from its comparables. Further, the Association argues there is no reason to go outside the athletic conference for purposes of comparison since six of the eight schools within the conference have voluntarily settled for 1982-83.

Stating the major item in dispute is the wage rate increase on the salary schedule, the Association posits wage rates for the District are generally substantially below average when compared to the eight schools within the athletic conference. It continues, its offer for 1982-83 only allows teachers to

retain their historical wage relationship among the six conference schools which have voluntarily settled. Recognizing some of the agreements reached in the comparable districts were part of multi-year contracts, the Association declares recent settlements in Wisconsin Rapids and Wausau only re-affirm the need to maintain comparability with those wage rate increases bargained as part of multi-year contracts. According to the Association, the recent settlements make the comparability question in Antigo quite different from the situation in Cudahy wherein the pattern of voluntary settlements was rejected because there were only multi-year agreements. Contending that each case must be judged by the situation involving a particular school district, the Association declares there is no reason to reject the settlements arrived at in the athletic conference schools.

Contending teachers' wage rates in Antigo have suffered substantial loss in real purchasing power as the result of inflation, the Association posits either parties' final offer will only prolong the loss. The Association continues, however, that since the Non-Metro Consumer Price Index from August, 1981 to August, 1982 is significantly close to the projected cost of its offer, its offer would result in less real loss to the teachers than would the District's offer. Stating the non-metro index specifically measures cost of living increases in areas such as the Antigo School District and the other districts considered comparable, the Association declares this index is the most appropriate one to use in analyzing cost-of-living increases. It continues the use of the non-metro index gives a proper perspective to the cost of living in less urbanized areas.

Asserting arbitrators generally place great value on the pattern of settlement in assisting to determine the cost of living in an area, the Association declares its offer also more reasonably compares to the settlements reached in the conference. It continues the reasonableness of the Association's offer is even more certain when the offer is compared to the voluntary settlements just recently attained within the conference.

Citing per pupil cost, higher than average state aid per member, and a levy rate very near the bottom of the comparables, the Association declares the Employer has submitted no evidence which shows the District has an inability to pay the amount required by the Association's offer. Further, declaring the Employer does not present any specific evidence which shows the economic conditions of the District are uniquely different from comparable school districts which have voluntarily settled for 1982-83, the Association argues there is no reason to reject the Association's offer since it only attempts to maintain the historical wage relationship which exists among the comparable schools. Finally, positing the Association agrees with Arbitrator Yaffe that "it is incumbent upon arbitrators to be as consistent as possible in setting forth the 'rule' for arbitration in order to make the arbitration process as predictable as possible", the Association declares if the well-established settlement pattern within the athletic conference does not determine the area cost of living, the process will have shifted directions again and the parties will be forced to re-assess the "rules" in order to attempt to reach voluntary settlements in the future.

The Association also argues that without "compelling need" to change from the status quo, there is no reason to accept the Employer's offer which provides for a split wage increase. Noting that split wage increases have been used at times in

bargaining, the Association declares this concept can provide benefits, but benefits attained in this manner should be arrived at in the free collective bargaining process. Stating the split schedule concept has never been used in the past in the District and that "uniquely" the Employer's offer matches the Association's wage rates in the second semester, the Association argues the Employer is attempting to delay a reasonable pay raise without cause. Of even greater concern to the Association than the delay itself is the potentially chilling effect the delayed payment would have on teacher collective bargaining within the District. It states the imposed delay would create confusion in costing and would complicate bargaining in immediate successor agreements. Concluding the only apparent reason the District offers a split schedule is to hide the weakness of its wage rates comparables, the Association states the District will attempt to compare ending wage rates as justification for its offer. The Association posits this type of comparison makes a "sham" of the wage rate comparables.

As to the issue of duration, the Association argues there is no support for a two year agreement since it is not part of the bargaining history nor has reason been submitted for need. Further, the Association posits the Employer's offer attempts to limit the free exchange and trade offs which occur in the process of reaching voluntary agreement. Given these conclusions, the Association avers its offer is the more reasonable one.

The Employer posits there are ten other districts within the area which are comparable to the Antigo School District since they meet the criteria established by arbitral dicta. The Employer contends the comparables should consist of White Lake, Elcho, Rhinelander, Merrill, Wausau, D.C. Everest, Wittenburg-Birnamwood, Bowler, Tomahawk and Shawano. Contending the Association's selection of the athletic conference schools is too narrow to afford a "meaningful review of the issues at impasse," the Employer declares all of the districts in the conference are larger than Antigo and have considerably more financial resources available on the local level. Thus, it concludes the reliance upon the athletic conference would disproportionately weight the comparables in favor of larger districts.

Declaring the general state of the economy permeates the merits of the parties' final offers, the Employer argues a trend has been set wherein modest teacher increases have either been awarded or voluntarily negotiated due to the continuing down-turn in the nation's economic condition. Positing our nation is in the midst of a prolonged recession, that businesses have sustained huge financial losses and that workers have experienced cutbacks in benefits, reduction in hours and unemployment, the Employer declares Antigo is not immune to the economic down-turn. Asserting both Langlade County and Antigo have experienced higher unemployment, an increase in general relief payments and an increase in tax delinquencies, and that the farmers, which constitute 28% of the County's tax base, have incurred substantial economic losses in 1982, the Employer declares the state of the economy within the area must carry considerable weight in determining which of the offers is more reasonable.

Recognizing the primary issue in dispute is the salary level for 1982-83 school year, the Employer avers the critical issue is which of the final offers is more reasonable not only in the view of the economy, but in view of the structure of

the offers. Asserting it is appropriate to compare year end wage rates, the Employer declares its offer not only matches the end rate increase sought by the Association, but maintains rank among the comparables. In addition, the Employer contends its offer results in comparable average salary increases. Noting that when the average salary paid Antigo teachers is compared to the average salary paid by the comparables, the average salary in Antigo is four percent higher, the Employer argues there is adequate justification for a split increase in salary, particularly since rank among the comparables is not affected. Positing its offer recognizes the current economic conditions while accomodating comparable district settlements negotiated in multi-year agreements, the Employer asserts its offer of 8.49% total package strikes a "reasonable and generous balance" between the interests and welfare of the public and the needs of its employees.

The Employer argues less weight should be given to the pattern of settlements established by multi-year agreements or settlements which occurred at a point in time when the economic climate was significantly different. Stating the settlements relied upon by the Association were negotiated during the middle of 1981 when economic conditions were different, the Employer argues the weight given these agreements should be discounted. Further, the Employer contends the recent agreements reached in Wausau and Rhinelander should be given more weight since the current economic climate is taken into consideration. It posits these settlements more nearly conform to the Employer's offer.

Additionally, the Employer argues an examination of the other public sector settlements both within the City of Antigo and within Langlade County supports its position. Citing a number of settlements within the two governmental units, the Employer concludes voluntary agreements in the public sector do not begin to approach the Association's offer.

Finally, the Employer argues the Association's offer is even less reasonable when the overall compensation received by the teachers is considered. The Employer states it is one of the few within the area that still pays 100% of the health insurance, it continues to pay 85% of the dental insurance premium and it pays 100% of the long-term disability, term life insurance and Wisconsin Retirement Fund. In contrast, the Employer continues, these benefits are not fully paid for by any of the other ten comparable districts. Consequently, the Employer concludes its offer is the more reasonable.

The Employer continues its offer is also more reasonable when it is compared to the current cost of living. It states its offer more closely approximates the cost of living indices, no matter which index is used and concludes its offer reflects lowered wage expectations as a result of the downward trend in the indices and provides Antigo with wage and total package increases which far exceed the current cost of living.

As to the duration issue, the Employer contends its offer merely reflects a continuation of the language included in the prior agreement between the parties. The Employer argues there is need for the continuation of this language since the negotiation process for 1982-83 has been particularly lengthly. Declaring there is a need to maintain some labor stability, the Employer asserts its offer which includes a second year with limited reopeners would provide that opportunity.

DISCUSSION:

After reviewing the data provided regarding the proposed comparables, the undersigned concludes the most appropriate comparables are D.C. Everest, Merrill, Rhinelander, Marshfield, and Shawano. In selecting these districts as the most comparable, full-time teacher equivalencies, district enrollment, and equalized value were considered, as well as the fact that several of the districts are within the same athletic conference which suggests they share other criteria in common. Except for Shawano, all of the districts selected as comparable are within the athletic conference. In addition, all five districts are within a 50% variation, larger or smaller, in full-time teacher equivalencies, enrollment and equalized valuation. The majority of the districts proposed by the Employer were relatively smaller and would have placed a greater emphasis on agreements reached in smaller districts. Stevens boint, Wisconsin Rapids, and Wausau, while in the athletic conference, were particularly larger than Antigo and therefore were given secondary consideration since they would tendto slant the comparisons toward larger districts.

Both parties' offers result in identical year-end wage rates but the methods of getting there differ. The Employer proposes asplit increase in the wage rate which would result in teachers receiving less overall compensation for the year. Under either offer, teachers within the District maintain rank among the comparables. The Employer posits the critical issue then is whether or not the economy justifies an 8.11% increase in wages or a 10.51% increase. Not only is it important to maintain rank and evaluate offers as the percentages compare to the state of the economy, but is is important to evaluate the actual wage increase received by the employees as it compares to other districts, the cost of living and the state of the economy. Decisions based on the current state of the economy place arbitrators in a position of attempting to become economic analysts and prognosticators regarding the future direction of the economy. Rather than attempt to project the future, the undersigned has chosen to be consistent with her previous arbitration decisions wherein the reasonableness of the offers has been compared to the state of the economy, the cost of living, and other facts which existed at the time agreement should have been reached between the parties. Not only does this take some guess work out of the determination as to the direction the economy is going, but it attempts to avoid situations wherein the parties would intentionally delay the arbitration process in the hopes that the economy would shift directions enough to benefit one or the other.

Admittedly, if the economy were in the throes of a long sustained recession or in an actual state of depression, some weight should be given to that factor as it weighs upon the citizens' ability to absorb the increases in budgetary costs of governmental units. In the opinion of the undersigned previous arbitrations have actually taken this fact into consideration. Now, however, the status of the economy again is changing. While in the past other arbitrators have called the state of the economy a "severe recession", "depression" and other terms which dealt with a slowed economy, it now appears the pendulum is swinging back. General economic indicators in the past few months reflect a modest improvement. Consequently, if the current state of the economy is a measure for determining reasonablenss of final offers it is possible that decisions would vary arbitrarily from those issued a few months ago. It is for this reason the undersigned continues to believe that a more important measure of the economy is the

status of the economy at the time the contract expires rather than at the time the decision is made since it is that status which would normally affect a bargain arrived at voluntarily between the parties.

The Employer argues its offer is more reasonable since it provides the employees with an end rate which is comparable to the end rates achieved by similar employees in similar districts and yet it accommodates the citizens' inability to support continued increases in the operational costs of the District due to the current state of the economy. Arguing the citizen cannot continue to carry the burden of the increases costs, the Employer provided data showing unemployment has increased in the District, general relief payments have increased and tax delinquencies have increased. There is no showing, however, that the general state of the economy is this District is any different than the status which has and does exist within the comparable districts.

Thus, while the slowed economy should carry some weight in determining the reasonableness of the offers, the cost of living and comparability based on similar economic conditions should be as important in determining which offer is more reasonable. As the Employer has suggested, there is ample arbitral authority establishing settlements bargained in the same economic conditions as the appropriate basis for making comparisons for the purposes of determining reasonable wage increases. In addition, the undersigned finds these settlements also more accurately reflect the cost of living believed to have existed at that time within the area.

The Employer has argued that several of the settlements reached among the comparables should be discounted since agreement was reached a full year before final offers were determined in Antigo. The undersigned would concur with this argument if it can be shown the voluntary settlements reached among the comparables during more similar economic times are significantly different than the agreements reached now almost two years ago. The facts in the inagreements reached now almost two years ago. The facts in the instant matter do not support this position. In determining whether or not the two year agreements should be given less weight, agreereached in Wisconsin Rapids in January, 1983, the settlement reached in Wausau just recently, and the arbitration decision awarded in favor of the employer in Rhinelander in the last month were These three wage increases were considered since they considered. have all occurred during economic times more similar to the time when the contract expired in Antigo and final offers were exchanged. While the undersigned concluded earlier that Wisconsin Rapids and Wausau are less comparable to Antigo since they are significantly larger, their size does not play as important role in size of the settlement as the status of the economy would play. Further, it is not the wage rate increase but the percentage which has been considered to determine what the area believes is an appropriate increase over the past year.

Review of these more current wage increases shows a variance in the percentage agreed to in Wausau as a part of a three year settlement, but does not show significant change in the benchmark increases over the percentages agreed to in the other comparables for Wisconsin Rapids or Rhinelander. Further, while the percentage increase in Wausau is less, the overall dollar increase percentagewise for Wausau is more than the percentage increase which would result in Antigo if a split schedule were implemented. Consequently, the undersigned has chosen to consider the percentage increases in the benchmark positions as an indication of comparability and reasonableness of offers.

Percentage Increases at Benchmark Positions 1 1981-82 to 1982-83

	BA	BA	MA	MA	Schedule
	Minimum	<u>Maximum</u>	Minimum	Maximum	<u>Maximum</u>
Wausau Stevens Point Wisconsin Rapids Marshfield D.C. Everest Merrill Rhinelander	7.0%	7.0%	7.0%	7.0%	7.7%
	9.4%	10.4%	9.4%	9.8%	9.5%
	8.3%	8.4%	8.3%	9.0%	9.0%
	8.2%	8.2%	8.2%	8.2%	8.2%
	8.6%	8.6%	8.6%	8.6%	8.6%
	8.2%	8.6%	7.6%	7.9%	7.4%
	8.9%	7.8%	8.9%	8.2%	11.0%
Antigo	8.9%	8.9%	8.5%	8.5%	8.2%

¹Shawano was excluded from this comparison since neither a settlement nor an arbitration decision has been reached.

The Employer is correct that its end rate will result in the same kind of lift to its employees as other employees in other districts received. Ultimately, however, employees in Antigo will not receive as great a dollar increase as the other employees in comparable districts did if a split increase is given. While this might be justified on the basis of a deteriorated economy, the fact that recent agreements do not significantly differ from previous settlements in the area greatly diminishes any argument for a split increase.

Since it has been determined the two year settlements among the comparables are very similar to the more recent settlements, a comparison of the average benchmark increases among the comparables with the offers in Antigo shows that the end rates offered by the parties results in improvement over 1981-82 at the BA Minimum, BA Maximum and MA Maximum positions. Both offers also result, however, in widened differentials at the MA Minimum and Schedule Maximum positions.

Comparison of the Benchmark Positions of Antigo With Average Increase Among the Comparables

	1979-80	1980-81	1981-82	1982-83
BA Minimum BA Maximum MA Minimum MA Maximum Schedule Maximum	-277	-457	-156	-111
	+412	+798	+592	+769
	-277	-457	-637	-669
	-127	+ 19	-503	-483
	-848	-811	-1268	-1500

¹The comparables consisted of D.C. Everest, Merill, Rhinelander and Marshfield. Shawano was again excluded since there was not enough data to make appropriate comparisons.

The changes identified above occur against a pattern which shows the District has improved wages relative to the comparables at the BA Minimum position but has lost ground at all other positions.

When this same type of comparison is made with Rhinelander, alone, since that is the most recent agreement among the comparables, it shows an increase in the benchmark differences between the two districts.

Comparison of Benchmark Positions Between Antigo and Rhinelander

	1979-80	1980-81	<u>1981-82</u>	1982-83
BA Minimum	+380	+300	0	0
BA Maximum	-323	- 18	- 909	- 758
MA Minimum	- 30	-150	- 500	- 900
MA Maximum	-451	-240	- 1,331	-1,375
Schedule Maximum	-459	-470	- 880	-1.605

As can be seen from the above chart, not only does Rhinelander's position improve over the last few years, but the difference increases even though the employer was successful in the arbitration decision in Rhinelander. Thus, on the basis of comparison between benchmark positions, it is concluded that not only will teachers in Antigo lose ground by year end among all the comparables, but it will lose ground by year end even among those comparables which have taken into account a different economic climate. Further, not only will the teachers lose ground when the end rate is compared, but they will also realize a disproportionately lesser increase in dollars than the comparable teachers. This leads to the conclusion that not only is the end rate as proposed by both parties justifiable, but the Association's proposal for actual dollar increase is justifiable.

The Employer's argument regarding total compensation is not persuasive. While some data was given to support an argument that the District provides greater total compensation than other comparable districts, there was not sufficient evidence to establish that Antigo teachers received any greater overall compensation. Thus, on the basis of a total compensation argument, no conclusion could be reached which would justify a lesser dollar increase within the District.

In regard to the cost of living, neither the Employer's offer, nor the Association's offer specifically relates to the Consumer Price Index, the Consumer Price Index-U, or the Personal Consumption Expenditure Survey figures for August, 1982 when the contract would have expired. Both offers more closely approximate the cost of living increase represented by the Consumer Price Index Small Metropolitan measurement or the Non-Metropolitan Urban measurement, both of which are intended to measure cost of living increases within geographic areas similar to this District's. Consequently, on the basis of cost of living increases as measured by the indices, it was concluded both offers were reasonable.

The Employer offered data pertinent to public sector settlements in the area as support for its offer relative to cost of living increases. While statutory criteria suggests comparisons should be made between compensation received by employees in public employment in the same community and compensation received by employees in the instant matter, relevant comparisons cannot be made unless the normal relationship between these wage increases is also known. Thus, no conclusion was reached regarding the more reasonableness of the offers as they related to the percentage increases awarded other employees in the public sector in the area.

Finally, the duration issue favors the Association's offer. While the undersigned concurs with the Employer that a longer termed agreement is preferred given the length of the dispute involved, a review of the duration clauses among the comparable districts shows the majority of the agreements, even those which are two years in length, will expire in 1983. Consequently, given the propensity for parties to rely upon comparables, both to secure voluntary agreements as well as to prove arbitration cases, the undersigned finds two year agreements awarded through arbitration should more preferably be tied to the expiration dates of other agreements among the comparables.

After having reviewed the evidence and arguments and after applying the statutory criteria and having concluded the Association's offer is more reasonable, both as to wage increase and as to duration, the undersigned makes the following

AWARD

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

Dated this 28th day of April, 1983, at La Crosse, Wisconsin.

Sharon K. Imes

Mediator/Arbitrator

SKI/mls

APPENDIX "A"

Name of Case:

The following, or the attachment hereto, constitutes our final offer for the purposes 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.
9/30/82
(Date) (Representative)
On Behalf of: Since Since Since
M. P.St. / L

FINAL OFFER OF THE UNIFIED SCHOOL DISTRICT OF ANTIGO TO THE ANTIGO EDUCATION ASSOCIATION.

- 1. Revise ATTACHMENT 1 SALARY SCHEDULE per attached Exhibits 1 & 2
- 2. DURATION, revise to read as follows:

"The provisions of this Agreement shall be in force for two years, July 1, 1982 through June 30, 1984. However, the parties agree to reopen negotiations during the first year of the Contract to negotiate the 1983-84 wages, school calendar and one issue to be chosen by each party."

SALARY SCHEDULE

FIRST SEMESTER 1982-83

Years Credit	BA (554)	BA+9 (563)	BA+18 (572)	MA (585)	MA+9 (594)	MA+18 (603)
0	12,800	13,000	13,200	13,500	13,700	13,900
1	13,376	13,585	13,794	14,108	14,317	14,526
2	13,952	14,170	14,388	14,716	14,934	15,152
3	14,528	14,755	14,982	15,324	15,551	15,778
4	15,104	15,340	15,576	15,932	16,168	16,404
5	15,680	15,925	16,170	16,540	16,785	17,030
6	16,256	16,510	16,764	17,148	17,402	17,656
7	16,832	17,095	17,358	17,756	18,019	18,282
8	17,408	17,680	17,952	18,364	18,636	18,908
9	17,984	18,265	18,546	18,972	19,253	19,534
10	18,560	18,850	19,140	19,580	19,870	20,160
11	19,136	19,435	19,734	20,188	20,487	20,786
12	19,712	20,020	20,328	20,796	21,104	21,412
13	20,288	20,605	20,922	21,404	21,721	22,038
14	20,864	21,190	21,516	22,012	22,338	22,664
15				22,620	22,955	23,290



SALARY SCHEDULE

SECOND SEMESTER 1982-83

Years Credit	BA -(55 4) -	BA+9 -(563) -	BA+18 (572)	MA (585)	MA+9 (5 94)	MA+18 (603) -
0	13,400	13,600	13,800	14,100	14,300	14,500
1	14,003	14,212	14,421	14,735	14,944	15,153
2	14,606	14,824	15,042	15,370	15,588	15,806
3	15,209	15,436	15,663	16,005	16.232	16,459
4	15,812	16,048	16,284	16,640	16,876	17,112
5	16,415	16,660	16,905	17,275	17,520	17,765
6	17,018	17,272	17,526	17,910	18,164	18,418
7	17,621	17,884	18,147	18,545	18,808	19,071
8	18,224	18,496	18,768	19,180	19.452	19,724
9	18,827	19,109	19,389	19,815	20,096	20,377
10	19,430	19,720	20,010	20,450	20,740	21,030
11	20,033	20,332	20,631	21,085	21,384	21,683
12	20,636	20,944	21,252	21,720	22,028	22,336
13	21,239	21,556	21,873	22,355	22,672	22,989
14	21,842	22,168	22,494	22,990	23,316	23,642
15				23,625	23,960	24,295



£

APPENDIX "B"

Name of Case:
The following, or the attachment hereto, constitutes our final
offer for the purposes 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.
9/30/82 Roman (Representative)
(Date) (Representative)
On Behalf of: William Markey Margartine

ASSOCIATION'S FINAL OFFER

- 1. The provisions of this agreement shall remain in force for one (1) year July 1, 1982, through June 30, 1983.
- 2 All the remember the four clipulated agreements shall be perthe current collective bargaining agreement.

9/30/87 JAC.

Association's Final Offer

Salary Schedule 1982-1983

4	1/	12	percent	index
---	----	----	---------	-------

Years Credit	BA (603)	BA+9 (612)	BA+18 (621)	MA (635)	MA+9 (644)	MA+18 (653)
0	13,400	13,600	13,800	14,100	14,300	14,500
1	14,003	14,212	14,421	14,735	14,944	15,153
2	14,606	14,824	15,042	15,370	15,588	15,806
3	15,209	15,436	15,663	16,005	16,232	16,459
4	15,812	16,048	16,284	16,640	16,876	17,112
5	16,415	16,660	16,905	17,275	17,520	17,765
6	17,018	17,272	17,526	17,910	18,164	18,418
7	17,621	17,884	18,147	18,545	18,808	19,071
8	18,224	18,496	18,768	19,180	19,452	19,724
9	18,827	19,108	19,389	19,815	20,096	20,377
10	19,430	19,720	20,010	20,450	20,740	21,030
11	20,033	20,332	20,631	21,085	21,384	21,683
12	20,636	20,944	21,252	21,720	22,028	22,336
13	21,239	21,556	21,873	22,355	22,672	22,989
14	21,842	22,168	22,494	22,990	23,316	23,642
15				23,625	23,960	24,295

9/30/82 2gC