

STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

FEB 1984

In the Matter of the :
Mediation/Arbitration Between :
 :
ARROWHEAD UNITED TEACHERS :
ORGANIZATION :
 :
and :
 :
JT. SCHOOL DISTRICT NO. 4, :
MERTON, OCONOMOWOC, et al., :
BOARD OF EDUCATION :
(STONE BANK SCHOOL BOARD). :

Case VI
No. 30353, Med/Arb-1900
Decision No. 20602-A

APPEARANCES:

John Weigelt, Executive UniServ Director, Cedar Lake United Educators, appearing on behalf of the Arrowhead United Teachers Organization.

Kenneth Cole, Director, Wisconsin Association of School Boards, Inc., appearing on behalf of the Stone Bank School Board and Jt. School District No. 4, Merton, Oconomowoc, et al.

ARBITRATION HEARING BACKGROUND:

On June 13, 1983, 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 Arrowhead United Teachers Organization, hereinafter referred to as the Association, and Jt. School District No. 4, Merton, Oconomowoc, et al., Board of Education (Stone Bank School Board), hereinafter referred to as the District or the Employer. Pursuant to the statutory requirements, mediation proceedings were conducted on August 3, 1983. Mediation failed to resolve the impasse and an arbitration hearing was held on August 23, 1983. At that time, the parties were given full opportunity to present relevant evidence and make oral argument. The proceedings were not transcribed but post hearing briefs were filed with the mediator/arbitrator, the last of which was received October 3, 1983.

THE ISSUES:

The issues which remain at impasse between the parties involve the salary schedule, layoff and duration. The final offers of the parties are 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 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.

THE POSITIONS OF THE PARTIES:

The parties have been unable to resolve their differences in regard to the salary schedule, layoff language and the continuation clause in the duration agreement. In addition, they differ regarding which districts they believe are comparable for the purposes of arbitration.

The District proposes the appropriate set of comparable school districts consists of those K-8 elementary school districts which send their students to the Hartland-Arrowhead High School. It contends the "feeder" schools are the most appropriate because they are similar in size, geographically near and organized in the same manner. In addition, the District cites the Association's anticipation of the comparables proposed by the District as further proof its proposed set of comparables is the most appropriate. Further, the District rejects the Association's proposed comparables stating they are too dissimilar to be used as comparables. In support of its position, the District argues the Association's proposed comparables are several times larger than Stone Bank, located in several counties and organized in a different manner.

Arguing its position is justified on the basis of comparability, the District also avers its position is more reasonable when economic conditions are taken into consideration. In addition, the District contends its position is more reasonable since the Association has proposed major modifications in existing agreement provisions without justifying their need.

Regarding the salary issue, the District declares its offer is "substantially equivalent to the salary levels existing in the other 'feeder' schools." It points out that while its offer is not equivalent at the base levels, the reason is that both parties have sought to more greatly compensate their senior teachers. Costing the District's proposal by placing its teaching staff on the "feeder" school schedules and calculating the dollar differences, the District concludes this is proof that its offer is generous.

Again, referring to the total compensation level at Stone Bank, the District posits it has the highest level of total compensation

among the comparables with the exception of Nashotah and that this is significant in motivating other districts to equalize their pay and benefit levels with Stone Bank under the perceived need to "catch-up".

The District, arguing the current economic conditions and the Consumer Price Index does not require an increase in compensation higher than it offers, contends its offer is consistent with the cost of living which prevailed last year. To support its argument, the District cited 2.4% to 5.8% as the annual rates of inflation last year.

Finally, the District posits its offer should prevail since the Association failed to demonstrate a compelling reason to alter the existing agreement provisions regarding layoff and the agreement duration. It declares "absent clear and convincing evidence, the agreement should remain unchanged except as the parties" are willing to modify their agreement through voluntarily negotiated settlements.

The Association contends the appropriate set of comparables consists of those districts which comprise the Braveland Athletic Conference. Declaring the choice of organizational structure cannot justify pay differentials, the Association posits these districts should be considered as the comparables since they not only meet the criteria used by arbitrators to determine comparability, but they are used as comparables at Arrowhead High School, the school to which Stone Bank sends its students.

The Association rejects the District's offer and contends its is the more reasonable since it more nearly agrees with the voluntary settlements which have been reached in the area and since it more nearly coincides with the benchmark comparisons, both indicators of proper wage increases in an area. The Association continues that the District's desire to use the Consumer Price Index as an indicator of the cost of living in the area should be rejected. It argues that while districts were loathe to use the Consumer Price Index as an indication of the proper cost of living increase during those times when high inflation existed, it is not appropriate, now, to rely upon the Consumer Price Index as the index reflecting the cost of living. Adding the economy cannot be viewed in a vacuum, the Association contends the "pattern of settlements" theory, espoused by arbitrators, should be applied in determining which offer is more reasonable. It contends this is particularly true when the District has failed to show that the general state of the economy in Stone Bank is any different than it was for districts among the comparables.

Declaring the District and the Association have used different figures in costing their final offers, the Association posits package costing should not be used as the measure of reasonableness since package percent increases are a reflection of the "relative age of staff ... , the medical and dental history of ... staff ... , the level of benefits provided by the District ... and all of the other intangibles of fringe benefit payments to teachers ..." Citing the pattern of settlements as an appropriate indicator of the cost of living, the Association argues a benchmark analysis conducted among districts which have established a pattern of settlements is "superior to the package costing comparisons." Using the analysis, the Association concludes its offer is more reasonable because it does not dramatically increase the dollar disparity between Stone Bank and the other comparable districts, while the District's would. The Association asserts the District's rank under each offer shows the Association's offer will either maintain rank among the comparables or fall off slightly while the District's offer will either maintain ranking in last place or lose considerable distance. Arguing the District has failed to justify such a proposal, the Association concludes its offer must be considered more reasonable.

In further support of its position, the Association advanced an argument relative to the actual impact delayed settlements have on the cost of the final offers. It maintains that when a proposal is

not implemented and teachers are denied increments, the money invested by the District, over a period of time, generally comprises the difference between either party's offer. It continues that its illustration regarding the District's use of the money during the period of time when settlement had not been reached only demonstrates that "it is not in the interest of the School Board to settle a contract where they are gaining substantial income from the use of the ... money." Finally, the Association concludes that, while the use of present value argument has not been fully explored in arbitration, the argument must be considered since the money earned on the District's investment substantially reduces the cost of both proposals.

In regard to the District's argument concerning the fact that it receives no state aids, the Association declares the reason is that the District is among the highest in equalized valuations throughout the comparables. Maintaining the purpose of state aids is to compensate for lower equalized values among districts, the Association avers the lack of state aids in the District, together with its high equalized values, places the District in an economic position which is no different than that among the comparables. It concludes, then, that the District has failed to provide evidence which shows the District's ability to pay increases is any different than those which are considered comparable.

In addition to its position on salary, the Association contends there is need for its proposal regarding the continuation clause in the duration agreement. In regard to its proposal, the Association declares its offer merely continues the status quo, while the District, by excluding it, is attempting to make a major change in the agreement. Positing the continuation clause is necessary in order to permit the Association to continue to receive fair share payments, dues deductions, increments and grievance modifications in the contract, the Association asserts it does not believe the parties would be well-served if the clause were deleted. It continues that the District should not prevail in its position because it has proposed the deletion of a major contract right without showing any reason or need to eliminate the language.

In regard to the layoff language, the Association asserts need exists for its proposal since the District attempted to "substantially harm one of its employes through the layoff procedures." Citing a grievance which was ultimately resolved, the Association declares there is need for its language in order to prevent further litigation in similar circumstances. It continues that the other changes it has proposed regarding the layoff language are completely supported by the comparables. In conclusion, then, the Association states it has met the burden of proving that modification to the layoff language is reasonable and needed.

Finally, the Association asserts the District has not presented any evidence which would indicate the interest and welfare of the public will be harmed, thus, its proposal should be implemented.

DISCUSSION:

After reviewing the data given regarding the comparable proposals, it is concluded the K-8 "feeder" schools comprise a more appropriate set of comparables than those in the Braveland Athletic Conference. While it may be true that the districts proposed by the Association have been used as comparables for the Arrowhead High School, as comparables for Stone Bank, they are not similar in size and geographic location, nor are they as similar when the equalized values, full-time equivalencies, etc. are considered. Consequently, the reasonableness of the offers as they relate to the comparables will be determined through the use of the comparables proposed by the District.

The major arguments advanced by the District regarding the salary schedule proposals related to the reasonableness of the offers compared to the cost-of-living and the total package cost of implementing the offers as they compare to the other districts. While these factors must be considered in determining the reasonableness of the

offers, the benchmark analyses, percentage increases relative to other employees', and dollar increases relative to other employees', must also be considered. When this is done, it is determined the Association's offer is more reasonable.

The analysis of the cost of living criterion in Section 111.70 has resulted in many different arguments on how it should be costed and how it should be applied in determining the reasonableness of the offers. In the instant matter, the District has argued its offer is more reasonable since it represents a total package increase which more closely reflects the Consumer Price Index increases during the period when agreement should have been reached. While it is true that the Consumer Price Index is one measure of the cost of living increases, the arbitrator, consistent with previous positions taken by her, concludes that the pattern of settlements must also be considered when attempting to determine the cost of living increase in a given area. At the time the parties should have reached an agreement in this matter, the CPI was at 5.8% and the pattern of settlements clearly established that settlements among the comparables were generally higher than 5.8%. Consequently, it is appropriate to consider the Association's offer as well as the District's offer. Since package costs and costing of the proposals differ dependent upon which party is presenting the information, it is concluded that a more appropriate way of determining the percentage increase realized in a district is through analyzing the percentage increase given at the various benchmarks in a salary schedule. This is particularly true when the comparables tend to provide the same or similar benefits.

An analysis of the benefits provided by the comparables shows they provide the same and, in some instances, more benefits than Stone Bank. Further, an analysis of the benchmark increases shows the percentage increases which reflect the cost of living increase believed to exist within this area to be somewhere between 6.9% and 7.2%. When the average percentage increase is compared with the percentage increases offered by the District and by the Association, it is concluded the Association's offer more closely approximates the cost of living increase. (See graph attached page 6.) As can be seen from the chart on page 6, the District's offer is far below the settlement reached by any of the comparable districts. At the BA Minimum position, the District's proposal results in a percentage increase which is 3.6% below the average percent increase received among the comparables, 1.9% below the lowest increase received among the comparables and 5.2% below the highest. In addition, an analysis of the dollar increase offered by the District at the BA Minimum shows that teachers within the Stone Bank District would receive less than half the average dollar increase received by teachers among the comparable districts. The District's offer has a similar impact at the other benchmark positions as well. The Association's offer, on the other hand, while appearing to take advantage of the District's low offer in binding arbitration, by improving its position at the MA Maximum and Schedule Maximum positions actually more appropriately reflects the change which occurred among the comparables than a change which occurred in the Stone Bank District. In the 1981-82 academic year, at least four of the comparable districts granted increases at these benchmark positions which were far in excess of 2% over the increase granted in the Stone Bank District. Consequently, in 1982-83, these same districts gave significantly smaller increases in the same positions, thus, affecting the relationship between the increases among the comparables and the Stone Bank District. When this factor is taken into account, the Association's offer is more in keeping with the increases experienced by the other districts among the comparables, not only as it relates to the cost of living, but as it relates to the comparability of salary increases. The chart on page 7, which compares the average salary increase experienced among the comparables to the salary increase offered by the parties in the District substantiates the above conclusion.

Finally, as can be seen on page 8, when the rank of the District among the comparables is determined, it is concluded the Association's offer does more than the District's in maintaining

COMPARISON OF DOLLAR & PERCENT INCREASE TO THE AVERAGE DOLLAR & PERCENT INCREASE

	BA Minimum				BA Maximum				MA Minimum				MA Maximum				Schedule Maximum			
	81-82	%	82-83	%	81-82	%	82-83	%	81-82	%	82-83	%	81-82	%	82-83	%	81-82	%	82-83	%
Bark River	1,000	8.7	815	6.5	2,175	12.8	1,250	6.5	1,200	9.4	913	6.5	2,400	12	1,460	6.5	4,100	19	1,682	6.5
Hartland	950	8.2	825	6.5	1,804	8.3	1,421	6.6	1,407	11.1	924	6.5	2,425	11.1	1,586	6.5	2,425	11.1	1,586	6.5
Lakeside	950	8.2	685	5.4	1,722	9.0	1,023	4.9	1,440	10.9	788	5.4	2,259	10.2	1,322	5.4	2,354	10.1	1,384	5.4
Merton	1,200	10.4	978	7.7	2,135	12.1	1,825	9.2	1,200	9.5	1,062	7.7	2,500	13.3	1,639	7.7	2,500	13.3	1,639	7.7
Nashotah	1,000	8.7	955	7.6	1,255	6.9	1,485	7.7	1,050	8.3	1,050	7.6	2,605	13.5	1,680	7.7	2,605	13.5	1,680	7.7
North Lake	1,065	9.2	945	7.4	2,025	12.1	1,395	7.5	1,388	11.3	1,017	7.4	2,768	16	1,497	7.5	2,768	16	1,497	7.5
Richmond																				
Swallow	1,000	8.5	1,050	8.3	1,500	9.3	1,300	7.3	1,200	9.4	1,150	8.3	1,900	9.8	1,500	7.1	2,200	10.1	1,650	6.9
Average & Increase*	1,024	8.8	893	7.1	1,802	10.1	1,386	7.1	1,270	10.0	986	7.2	2,409	12.3	1,526	6.9	2,707	13.3	1,588	6.9
Stonebank & Increase																				
District	981	9.0	419	3.5	1,618	8.2	692	3.5	981	8.0	419	3.2	1,791	8.0	764	3.2	1,791	8.0	764	3.2
Difference	-42	.2	-474	-3.6	-184	-1.9	-694	-3.6	-289	-2.0	-567	-4.0	-681	-4.3	-762	-3.7	-916	-5.3	-824	-3.7
Association			864	7.3			1,426	7.3			959	7.3			1,749	7.3			1,749	7.3
Difference			-29	.2			40	.2			-27	.1			223	.4			161	.4

* Increase excludes Richmond since 1982-1983 data was not available.

COMPARISON OF SALARY INCREASES TO AVERAGE SALARY

	BA Minimum			BA Maximum			MA Minimum			MA Maximum			Schedule Maximum		
	80-81	81-82	82-83	80-81	81-82	82-83	80-81	81-82	82-83	80-81	81-82	82-83	80-81	81-82	82-83
Salary Average *	11,580	12,629	13,522	17,803	19,604	21,003	12,705	13,974	14,961	19,832	22,240	23,767	20,575	23,282	24,871
Stonebank Salary															
District	10,900	11,881	12,300	17,985	19,603	20,295	12,200	13,181	13,600	22,265	24,056	24,820	22,265	24,056	24,820
Difference	-680	-748	-1,222	182	-1	-708	-505	-793	-1,361	2,433	1,816	1,053	1,690	774	-51
Association			12,745			21,029			14,140			25,805			25,805
Difference			-777			26			-821			1,841			934

* Salary average excludes Richmond since 1982-83 data was not available.

STONE BANK RANK

	BA Minimum			BA Maximum			MA Minimum			MA Maximum			Schedule Maximum		
	80-81	81-82	82-83	80-81	81-82	82-83	80-81	81-82	82-83	80-81	81-82	82-83	80-81	81-82	82-83
District	9	9	9	4	4	5	8	9	9	1	3	3	2	4	5
Association			9			4			9			3			5

the rank previously established voluntarily by these parties. Not only does the Association's offer maintain the rank established in previous negotiations, but the District's offer, even at those positions where it does maintain rank results in significant dollar decrease compared to the previous year. Such deviation only serves to establish the Association's offer as the more reasonable when it relates to the salary schedule question.

The District's position regarding the impact of no state aids upon its willingness to pay increases is rejected. The state aid formula is created to establish equality among districts as they attempt to fund education equally. The fact that a district receives no state aids only indicates it has a greater ability to fund education than other districts within the state since it has property values which are substantially higher. Consequently, unless the District was able to show that not only did it not receive state aids but that its situation was similar to the other districts which it considered comparable, little merit is given to this argument.

The undersigned concurs with the District that it is incumbent upon the Association to show the need for major modification in the agreement provisions. After analyzing the Association's position, particularly regarding the layoff issue, it is concluded that while the example advanced by the Association as reason for establishing need is in itself not sufficient, the fact that the comparables support its position mitigates the failure to demonstrate need through specific instances. Included in the analysis of establishing need and reasonableness for a language change, is not only the evidence that a clear cut problem exists, but that, in fact, the parties are not seeking anything which differs from that which the comparables enjoy. Among those districts established as comparables by the District, it is concluded that the majority provide partial layoff protection, provide timelines for notification of layoff, provide for no loss of credit experience and allow teachers to refuse recall to part-time or to substitute jobs. Thus, at least as compared to the comparables, the position taken by the Association is not significantly different.

As to the duration clause, the District showed no reason to exclude this clause and, thus, its position is rejected. Since both parties may re-open the contract by giving notice that they wish to bargain, neither party is prevented from seeking through negotiations changes which it wishes to occur in any upcoming year. Consequently, it is concluded there is no value in eliminating the continuation clause.

Thus, having reviewed the evidence and arguments and after applying the statutory criteria and having concluded the Association's offer is more reasonable as it relates to the salary schedule offer and the continuation clause position and is no less reasonable than the District's position as it relates to the layoff clause, the undersigned makes the following

AWARD

Name of Case: H. School Dist. No. 4, Towns of Merton & Oconomowoc, Et al. (Stone Bank School Bd).

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.

1-11-83
(Date)

Nancy J. Lusk
(Representative)

On Behalf of: Auto

AUTO FINAL OFFER

STONE BANK SCHOOL

TUESDAY, JANUARY 11, 1983

ARTICLE VII

Employment

A. Layoffs

1. In the event the Board determines to reduce the number of employe positions or the number of hours in any position for the forthcoming school year, the provisions set forth in this Article shall apply. All layoffs must be directly related to and limited to the minimum reductions needed for accomplishing the Board's purposes for the layoffs. Layoffs shall be made only for the reasons asserted by the Board, and not to circumvent the other job security or discipline provisions of this agreement.

2. The Board shall select employes for a reduction in the grade level, department, or subject area where such reductions are necessary in the order of the employe's length of service in the District, commencing with the employe in such level, department, or area with the shortest service. Provided, however, that where the Board determines for just cause that the selection of the particular employe for layoff solely upon the basis of seniority would not be in the best interests of the District because such employe's selection would jeopardize the continuation of a program involving students which the Board wishes to retain, the Board may exempt such employe from the application of this step and retain him/her in the District's employ while proceeding to lay off other employes.

3. The implementation of layoffs shall be in accordance with 118.22 of the Wisconsin Statutes.

4. No teacher on full or partial layoff shall be precluded from securing other employment while on layoff status. Layoffs shall not result in lossof credit for previous years of service, including salary schedule, nor shall layoffs result in any loss of accumulated benefits. No new substitute appointments may be made while there are laid off teachers from the District available and certified to fill available teaching positions.

5. Teachers will be reinstated in the inverse order of their layoff if certified for the available teaching positions. If a teacher's contract has been reduced pursuant to this Article, such teacher shall be restored to his/her prior number of hours if certified to fill available teaching positions. A full time teacher on layoff status may refuse recall offers of part time, substitute or other temporary employment without loss of rights to the next available full time position for which the teacher is certified. Full time teachers on layoff status shall not lose rights to a full time position by virtue of accepting part time or substitute appointments with the District.

(cont'd)

Layoffs - cont'd

6. The layoff of each teacher shall commence on the date that she or he completes the teaching contract for the current contract year. Such teacher shall be paid for services performed under that contract to the termination date of the contract. Teachers who are laid off shall remain eligible for inclusion in all of the District's group insurance policies, under the terms and conditions as are applicable to all regular members of the bargaining unit, during the summer immediately following the teacher's layoff notice.

7. The Board will mail the recall notice by certified mail to the teacher's last known address. The notice of recall will advise the teacher of the time and place that the teacher is to report for duty.

a. It will be the teacher's responsibility to keep the Board informed as to the teacher's current address.

b. If the Board does not within fourteen (14) calendar days from the date of mailing the notice receive written confirmation of the teacher's acceptance of recall, the teacher loses all rights to be recalled. Failing to report at the requested time and place will void all recall and all reemployment rights of the recalled teacher.

8. All teachers entitled to recall rights shall have this right for two (2) years from the date of layoff. During said period, group insurance will continue in full force provided that the teacher pays the premium and with the permission of the insurance carrier.

ARTICLE XI

Terms of Agreement

~~E. -- This agreement shall automatically be renewed and shall be binding in the event that a new agreement has not been reached by mutual consent by August 15, 1982, or until such new agreement is reached. --~~

E. In the event that the parties do not reach a written successor agreement to this agreement by the expiration date of this agreement, the provisions of this agreement shall remain in full force and effect during the pendency of negotiations and until a successor agreement is executed; provided, however, that this agreement shall not have a duration of more than three years. (The Association proposes that the duration of this agreement be effective as of the first day of school, 1983, and remain in full force and effect through the conclusion of that school year as has been the practice in this District.)

The Association proposes that those provisions of the current collective bargaining agreement which have not been modified by mutual consent of the parties or by an arbitrator's decision shall remain in full force and effect.

PROPOSED SALARY OFFER FINAL OFFER SALARY SCHEDULE:

STEP	B.A.	BA+12	BA+18	BA+24	M.A.
0	12,745	13,201	13,442	13,684	14,140
1	13,382	13,878	14,148	14,420	14,917
2	14,019	14,555	14,854	15,155	15,695
3	14,657	15,232	15,560	15,891	16,473
4	15,294	15,908	16,266	16,627	17,250
5	15,931	16,585	16,972	17,363	18,028
6	16,568	17,262	17,677	18,099	18,806
7	17,205	17,939	18,383	18,835	19,584
8	17,843	18,616	19,089	19,571	20,361
9	18,480	19,293	19,795	20,307	21,139
10	19,117	19,970	20,501	21,043	21,917
11	19,754	20,647	21,207	21,778	22,695
12	20,391	21,324	21,913	22,514	23,472
13	21,029	22,000	22,618	23,250	24,250
14	0	0	23,324	23,986	25,028
15	0	0	0	24,722	25,805

APPENDIX "B"

Name of Case: Jt. School Dist. No 4, Towns of Merton & Oconomowoc, Et Al (Stone Bank School Bd.)

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.

1-11-88
(Date)

Kenneth Cole
(Representative)

On Behalf of: STONE BANK SCHOOL BOARD

BOARD of EDUCATION
J.F. Dist. # 4
STONE BANK SCHOOL

NOVEMBER 10, 1982 AND JANUARY 11, 1983

The existing AGREEMENT shall REMAIN UNCHANGED EXCEPT
AS follows:

ARTICLE XI

Terms of Agreement

1. A. All existing school policies affecting
2. teachers in matters of wages, hours, and conditions
3. of employment, until changed by this Agreement,
4. shall remain unaltered.

5. B. All Contracts: All individual teacher
6. contracts shall be written in accordance with the
7. provisions of the Agreement.

8. C. Saving Clause: If any Article or part of
9. this Agreement is held to be invalid by operation of
10. law or by any tribunal of competent jurisdiction,
11. or if compliance with or enforcement of any Article
12. or part should be restrained by such tribunal, the
13. remainder of the Agreement shall not be affected
14. thereby and the parties shall enter into immediate
15. negotiations for the purpose of arriving at a
16. mutually satisfactory replacement for such Article
17. or part.

18. D. This Agreement shall be effective as of
19. August 16, 1981 and shall be binding upon the Board,
20. A.U.T.O., and the teachers and shall remain in full
21. force and effect through August 15, 1983.

26. 1. No grievance that arose prior to the
27. effective date of this Agreement may
28. be processed under this Agreement un-
29. less by mutual consent.

30. F. The professional staff agrees to abide by a
31. no-strike agreement during the term of this contract.
32. If a strike is called, the administration shall have
33. the right to dismiss and replace any and all strikers,
34. and such a dismissal would not be subject to grievance
35. or arbitration. Reinstatement would be at the discre-
36. tion of the Board.

Step	BA	+12	+18	+24	+36 RM
		+425	+225	+225	+425
0	12,300	12,725	12,950	13,175	13,600
1	12,915	13,377	13,630	13,883	14,348
2	13,530	14,029	14,310	14,591	15,096
3	14,145	14,681	14,990	15,299	15,844
4	14,760	15,333	15,670	16,007	16,592
5	15,375	15,985	16,350	16,715	17,340
6	15,990	16,637	17,030	17,423	18,088
7	16,605	17,289	17,710	18,131	18,836
8	17,220	17,941	18,390	18,839	19,584
9	17,835	18,593	19,070	19,547	20,332
10	18,450	19,245	19,750	20,255	21,080
11	19,065	19,897	20,430	20,963	21,828
12	19,680	20,549	21,110	21,671	22,576
13	20,295	21,201	21,790	22,379	23,324
14			22,470	23,087	24,072
15				23,795	24,820
	615	652	680	708	748
	.05	.05 ¹ / ₈	.05 ¹ / ₄	.05 ³ / ₈	.05 ¹ / ₂