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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of the

AUBURNDALE EDUCATION ASSOCIATION

To Initiate Mediation/Arbitration Between

Said Petitioner and

THE SCHOOL DISTRICT OF AUBURNDALE

Case IX

No. 30094 MED/ARB 1821

Decision No. 20701-A

Appearances: Mary Virginia Quarles, Executive Director, Central Wisconsin
Uni-Serve Council-West, for the Union
Roger E. Walsh, Attorney at Law, for the Employer

The Auburndale Education Association, hereinafter referred to as the Association, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, on July 12th, 1982 and alleged that an impasse existed between it and the School District of Auburndale, hereinafter referred to as the Employer, in their collective bargaining. It requested the Commission to initiate Mediation/Arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act.

The Association is a labor organization and has been at all times material herein the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all certified teaching personnel excluding superintendents, principals, guidance counselors and non-instructional personnel. The Association and the Employer have been parties to a collective bargaining agreement covering wages, hours, and working conditions of the employees which expired on June 30, 1982. On May 19, 1982 the parties exchange their initial proposals on matters to be included in the new collective bargaining agreement to succeed the one which expired on June 30, 1982. Thereafter the parties met on three occasions in an effort to reach accord on a new collective bargaining agreement.

After the Association filed the petition requesting mediation/arbitration a member of the Commission staff conducted an investigation which reflected that the parties were deadlocked in their negotiations. By May 19, 1983 the parties submitted their final offers to the investigator who notified the parties that the investigation was closed and advised the Commission that the parties

remained at impasse. The Commission certified that the conditions precedent to the initiation of mediation/arbitration have been met and it ordered that mediation/arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse existing between the parties. It directed the parties to select a mediator/arbitrator and notify the Commission in writing of his name. On May 31, 1983 the parties advised the Commission that they had selected Zel S. Rice II as the mediator/arbitrator and on that same date the Commission issued an order appointing Zel S. Rice II as the mediator/arbitrator and directing him to endeavor to mediate the issues in dispute and should such endeavor not result in the resolution of the impasse between the parties, to issue a final and binding award to resolve the impasse by selecting either the total final offer of the Auburndale Education Association or the final offer of the School District of Auburndale.

The Commission received a petition dated June 3, 1983 requesting a public hearing on the deadlock between the Association and the Employer. It was timely filed with the Commission by seven citizens within the jurisdiction served by the Employer and it requested that the first meeting with the parties be in the form of a public hearing. A public hearing was set and conducted at 8:00 p.m. in the Auburndale High School Library on July 5, 1983.

A mediation session was conducted beginning at 10:00 a.m. on Wednesday, July 6th, in the Auburndale High School Library. After a period of mediation it became apparent that the parties remained at impasse and were unable to resolve the dispute between them. The arbitrator advised the parties of their rights to withdraw their final offers if both parties mutually agreed to do so. They elected to move into the arbitration phase of the proceedings and it was completed on that day.

The final offer of the Association is attached hereto and marked Exhibit A. It proposes that the health insurance should continue to be paid in 1983-84 at the same percentage level as it was paid during 1982-83. That was at 100% of the single or family premium of the group surgical and hospitalization carrier. It proposed that any moneys unexpended in 1982-83 for dental insurance should be added to the amount for dental insurance for 1983-84. The proposal provided

that the extra duty schedule percentages should be applied to the base salary of the previous year. The Association proposed to continue the old salary index with a new base of \$12,950.00 during 1982-83 and \$13,727.00 in 1983-84. It proposed that if the Employer lays off an employee during the term of that employee's contract or implements a partial layoff of an employee during the term of that employee's full time contract, the employee should receive liquidated damages. If the employee is given a written notice of the layoff prior to August 15th the liquidated damages would be an amount equal to 10% of the remaining value of the contract or of the reduced portion of the contract. If a written notice of layoff comes after August 15th, liquidated damages would be an amount equal to 20% of the remaining value of the contract or the reduced portion of the contract. If the Employer provides written notice to the employee of the layoff no later than June 1st, there would be no liquidated damages. The collective bargaining agreement would run from the beginning of the 1982-83 school year to the end of the 1983-84 school year.

The Employer's final offer, attached hereto and marked Exhibit B, proposed that the provisions of the 1981-82 agreement between the parties be continued for a two year term except as modified by prior agreement. The agreement would be effective on the 1st day of July, 1982 and continue in full force until the 30th day of June, 1984. It provided that the agreement could be reopened for negotiations by either party on or before May 1st, 1983 on the amount of the Employer's contribution to the surgical and hospitalization insurance and to the group dental insurance for the period after July 1st, 1983 and the salary schedule for the 1983-84 school year. The Employer proposed using the same salary index with a beginning base of \$12,725.00. It provided for a maximum of nine years of longevity on the salary index.

The Association proposed a comparability group, hereinafter referred to as Comparable Group A, consisting of all of the members of the Clover Belt athletic conference, which includes the Employer. The school districts in addition to the Employer included in Comparable Group A are Altoona, Cadott, Colby, Cornell, Fall Creek, Gilman, Greenwood, Loyal, Mosinee, Neillsville, Owen-Withee, Stanley-Boyd and Thorp. All of those school districts except the Employer, Greenwood and Neillsville have reached agreement on collective bargaining

agreements for the 1982-83 school year. Comparable Group A has full time equivalent faculties ranging from a low of 45.5 at Thorp to a high of 108.25 at Mosinee. The Employer ranks seventh with a full time equivalent faculty of 58.6 teachers. The enrollments in Comparable Group A range from a low of 678 at Thorp to a high of 1955 at Mosinee. The Employer ranks seventh with an enrollment of 928. The Association relies on another comparability group, hereinafter referred to as Comparable Group B, consisting of the school districts in the labor markets of Auburndale, Marshfield, Stevens Point and Wisconsin Rapids. 56 of its teachers reside in those communities and two reside outside of them.

During the 1979-80 school year the school districts in Comparable Group A settled on BA minimums ranging from a low of \$10,000.00 at Cadott to a high of \$10,650.00 at Mosinee. The Employer ranked eighth with a BA minimum of \$10,300.00 which was \$350.00 below the top and \$42.00 below the average of \$10,342.00. During the 1980-81 school year the BA minimum salaries in Comparable Group A ranged from the Employer's low of \$10,800.00 to a high of \$11,510.00 at Mosinee. The average BA minimum was \$11,105.00 and the Employer was \$710.00 below the top and \$30.00 below the average. During the 1981-82 school year the BA minimum salaries in Comparable Group A range from a low of \$11,850.00 at Fall Creek to a high of \$12,500.00 at Mosinee. The Employer ranked third with a BA minimum of \$12,175.00. The average BA minimum was \$12,099.00 and the Employer was \$76.00 above the average and \$325.00 below the top salary. The 1982-83 BA minimum for those school districts that have reached agreement ranged from a low of \$12,600.00 at Stanley-Boyd to a high of \$13,240.00 at Mosinee. The Employer's proposed base would be next to the lowest in Comparable Group A while the Association's proposal would rank fifth.

The 1979-80 BA Step 7 in Comparable Group A ranged from a low of \$12,070.00 at Cadott to a high of \$13,459.00 at Altoona with an average of \$12,663.00. The Employer ranked third with \$13,030.00 which was \$429.00 below the top and \$367.00 above the average. The 1980-81 BA Step 7 in Comparable Group A ranged from a low of \$13,136.00 at Gilman to a high of \$14,753.00 at Altoona with an average of \$13,597.00. The Employer's BA Step 7 salary of \$13,662.00 ranked fourth and was \$1,091.00 below the top and \$65.00 above the average. The

1981-82 BA Step 7 salaries in Comparable Group A ranged from a low of \$14,470.00 at Owen-Withee to a high of \$15,919.00 at Altoona with an average of \$14,893.00. The Employer's BA Step 7 was \$15,401.00 and it ranked third in the comparable group and was \$518.00 below the top and \$508.00 above the average. The 1982-83 BA Step 7 salary for those school districts that have reached agreement ranged from a low of \$15,525.00 at Gilman to a high of \$17,110.00 at Altoona. The Association's proposal would rank it second and the Employer's proposal would rank fifth.

The 1979-80 BA maximums in Comparable Group A ranged from a low of \$13,910.00 at Fall Creek to a high of \$16,760.00 at Colby with an average of \$14,932.00. The Employer's BA maximum was \$15,090.00 which ranked fourth and was \$1670.00 below the top and \$158.00 above the average. The 1980-81 BA maximum for Comparable Group A ranged from a low of \$14,720.00 at Fall Creek to a high of \$17,880.00 at Colby with an average of \$16,119.00. The Employer ranked eighth with a BA maximum of \$15,882.00 which was \$2,058.00 below the top and \$297.00 below the average. The 1981-82 BA maximums in Comparable Group A ranged from a low of \$16,590.00 at Fall Creek to a high of \$19,200.00 at Colby with an average of \$17,690.00. The Employer ranked fourth with a BA maximum of \$17,836.00 which was \$13,064.00 below the top and \$146.00 above the average. The 1982-83 BA maximums for those school districts that have reached agreement ranged from a low of \$17,960.00 at Owen-Withee to a high of \$20,480.00 at Colby. The Employer's proposal would rank eighth and the Association's proposal would rank seventh.

The 1979-80 MA minimums in Comparable Group A ranged from a low of \$10,780.00 at Gilman to a high of \$11,750.00 at Mosinee with an average of \$11,170.00. The Employer's MA minimum was \$11,330.00 which ranked second and was \$420.00 below the top and \$160.00 above the average. The 1980-81 MA minimums in Comparable Group A ranged from a low of \$11,705.00 at Gilman to a high of \$12,736.00 at Mosinee with an average of \$12,002.00. The Employer's MA minimum of \$11,880.00 ranked ninth and was \$856.00 below the top and \$122.00 below the average. The 1981-82 MA minimum in Comparable Group A ranged from a low of \$12,775.00 at Colby to a high of \$13,791.00 at Mosinee with an average of \$13,097.00. The Employer's MA minimum of \$13,393.00 ranked second and was \$398.00 below the top and \$296.00 above the average. The 1982-83 MA minimum among school districts in

Comparable Group A that have reached agreement for 1982-83 ranged from a low of \$13,575.00 at Colby to a high of \$14,608.00 at Mosinee. The Employer's proposal would rank seventh while the Association's proposal would rank fourth. The MA Step 10 salaries in Comparable Group A during the 1979-80 school year ranged from a low of \$13,870.00 at Gilman to a high of \$16,030.00 at Mosinee with an average of \$14,793.00. The Employer ranked third with an MA Step 10 salary of \$15,399.00 which was \$631.00 below the top and \$606.00 above the average. The 1980-81 MA Step 10 salary in Comparable Group A ranged from a low of \$14,968.00 at Gilman to a high of \$17,510.00 at Altoona with an average of \$15,933.00. The Employer's MA Step 10 salary of \$16,146.00 was \$1365.00 below the top and \$213.00 above the average and ranked fourth. The 1981-82 MA Step 10 salaries in Comparable Group A ranged from a low of \$16,577.00 at Gilman to a high of \$18,894.00 at Altoona with an average of \$17,470.00. The Employer ranked third with an MA Step 10 salary of \$18,202.00 which was \$692.00 below the top and \$732.00 above the average. The 1982-83 MA Step 10 salaries among the school districts in Comparable Group A that have reached agreement ranged from a low of \$17,865.00 at Gilman to a high of \$20,310.00 at Altoona. The Association's proposal of \$18,845.00 and the Employer's proposal of \$18,817.00 would both rank third in Comparable Group A.

The 1979-80 MA maximum salaries in Comparable Group A ranged from a low of \$15,632.00 at Fall Creek to a high of \$18,660.00 at Mosinee with an average of \$16,680.00. The Employer's MA maximum of \$16,223.00 ranked seventh and was \$2,437.00 below the top and \$457.00 below the average. The 1980-81 MA maximum in Comparable Group A ranged from a low of \$16,484.00 at Fall Creek to a high of \$21,293.00 at Mosinee with an average of \$18,130.00. The Employer ranked eleventh with an MA maximum of \$17,010.00 which was \$4,283.00 below the top and \$1120.00 above the average. The 1981-82 MA maximums in Comparable Group A ranged from a low of \$18,537.00 at Fall Creek to a high of \$23,088.00 at Mosinee with an average of \$19,896.00. The Employer's MA maximum of \$19,176.00 ranked eighth and was \$3912.00 below the top and \$720.00 below the average. The 1982-83 MA maximum among those school districts that have reached agreement ranged from a low of \$20,110.00 at Owen-Withee to a high of \$24,465.00 at Mosinee. The Association's proposal of \$21,565.00 would rank eleventh and the Employer's proposal of \$21,536.00 would rank twelfth.

The 1979-80 schedule maximums in Comparable Group A ranged from a low of \$15,810.00 at Gilman to a high of \$20,852.00 at Altoona with an average of \$17,422.00. The Employer ranked tenth with a schedule maximum of \$16,223.00 which was \$4,629.00 below the top and \$1199.00 below the average. The 1980-81 schedule maximum in Comparable Group A ranged from the Employer's low of \$17,010.00 to a high of \$23,312.00 at Altoona with an average of \$18,979.00. The Employer ranked \$6,302.00 below the top and \$1969.00 below the average. The 1981-82 schedule maximum in Comparable Group A ranged from a low of \$19,190.00 at Owen-Withee to a high of \$25,160.00 at Altoona with an average of \$20,915.00. The Employer ranked seventh with an MA maximum of \$20,271.00 which was \$4,897.00 below the top and \$644.00 below the average. The schedule maximums for those school districts who reached agreement for the 1982-83 school district ranged from a low of \$20,970.00 at Owen-Withee to a high of \$27,046.00 at Altoona. The Employer's proposal of \$21,191.00 would rank number ten and the Association's proposal of \$21,564.00 would rank number nine.

The 1979-80 career BA total for Comparable Group A ranged from a low of \$326,590.00 at Cadott to a high of \$368,720.00 at Colby and the average was \$343,853.00. The Employer ranked fourth with a total career BA of \$349,262.00 which was \$19,458.00 below the top and \$5409.00 above the average. The 1980-81 career BA total for Comparable Group A ranged from a low of \$346,990.00 at Fall Creek to a high of \$402,834.00 at Altoona with an average of \$369,949.00. The Employer ranked sixth with a career BA total of \$366,228.00 which was \$36,606.00 below the top and \$3,721.00 below the average. The 1981-82 career BA total in Comparable Group A ranged from a low of \$382,110.00 at Fall Creek to a high of \$434,682.00 at Altoona with an average of \$406,128.00. The Employer ranked fourth with a career BA total of \$412,848.00 which was \$21,834.00 below the top and \$6,720.00 above the average. The 1982-83 career BA total for those school districts in Comparable Group A which have reached agreement ranged from a low of \$417,410.00 at Owen-Withee to a high of \$460,155.00 at Altoona. The Employer's proposal would make a career BA total \$431,546.00 which would rank seventh in Comparable Group A while the Association's proposal would make the career total \$439,162.00 and would rank fourth.

The 1979-80 career BA/MA total for Comparable Group A ranged from a low of

\$348,500.00 at Gilman to a high of \$410,500.00 at Mosinee with an average of \$367,964.00. The Employer's career BA/MA total of \$366,257.00 ranked number five and was \$44,243.00 below the top and \$1,707.00 below the average. The 1980-81 career BA/MA for Comparable Group 'A ranged from a low of \$372,304.00 at Fall Creek to a high of \$440,918.00 at Mosinee with an average of \$396,602.00. The Employer's career BA/MA total was \$384,048.00 which ranked eighth and was \$56,870.00 below the top and \$12,554.00 below the average. The 1981-82 career BA/MA total for Comparable Group A ranged from a low of \$409,070.00 at Fall Creek to a high of \$478,322.00 at Mosinee with an average of \$434,828.00. The Employer's career BA/MA total for 1981-82 ranked fifth and was \$45,374.00 below the top and \$1880.00 below the average. The 1982-83 career BA/MA total for those school districts in Comparable Group A that have reached agreement ranges from a low of \$449,435.00 at Owen-Withee to a high of \$506,801.00 at Mosinee. The Employer's proposal would make the 1982-83 BA/MA total \$452,561.00 which would rank eleventh while the Association's proposal would make the career BA/MA total \$460,537.00 which would rank seventh.

The 1979-80 BA minimum for schools in Comparable Group B ranged from the high of \$10,925.00 at Wisconsin Rapids to the Employer's low of \$10,300.00 and the average was \$10,675.00. The Employer ranked number four and was \$625.00 below the top and \$375.00 below the average. The 1979 BA Step 7 salary for Comparable Group B ranged from a high of \$13,632.00 at Marshfield to the Employer's low of \$13,030.00 with an average of \$13,408.00. The Employer ranked last with a salary of \$602.00 below the top and \$378.00 below the average. The 1979-80 BA maximum in Comparable Group B ranged from the high of \$15,762.00 at Marshfield to the Employer's low of \$15,090.00 with an average of \$15,489.00. The Employer's salary ranked fourth and was \$672.00 below the top and \$399.00 below the average. The 1979-80 MA minimums for Comparable Group B ranged from a high of \$12,236.00 at Wisconsin Rapids to the Employer's low of \$11,330.00 with an average of \$11,797.00. The Employer's wage ranked fourth and was \$906.00 below the top and \$467.00 below the average. The 1979-80 MA Step 10 salaries in Comparable Group B ranged from a high of \$16,763.00 at Wisconsin Rapids to the Employer's low of \$15,399.00 with an average of \$16,216.00. The Employer ranked number four and its MA Step 10 was \$1364.00 below the top and \$817.00 below the

average. The 1979-80 MA maximum for Comparable Group B ranged from a high of \$19,211.00 at Wisconsin Rapids to the Employer's low of \$16,223.00 with an average of \$18,162.00. The Employer's MA maximum salary ranked at the bottom and was \$2,988.00 below the top and \$1939.00 below the average in Comparable Group B. The 1979-80 schedule maximum in Comparable Group B ranged from a high of \$21,269.00 at Wisconsin Rapids to the Employer's low of \$16,223.00 with an average of \$19,467.00. The Employer ranked fourth with a schedule maximum \$5,046.00 below the top and \$3,244.00 below the average for Comparable Group B.

The 1979-80 career BA totals in Comparable Group B ranged from a high of \$364,870.00 at Marshfield to the Employer's \$349,262.00 with an average of \$359,166.00. The Employer ranked last and its career BA total was \$15,608.00 below the top and \$9,904.00 below the average. The 1979-80 career BA/MA for Comparable Group B ranged from a high of \$413,517.00 at Wisconsin Rapids to the Employer's low of \$366,257.00 with an average of \$396,309.00. The Employer's career BA/MA total ranked fourth and was \$47,260.00 below the top and \$30,052.00 below the average. The 1980-81 BA minimum in Comparable Group B ranged from a high of \$11,750.00 at Wisconsin Rapids to the Employer's low of \$10,800.00 with an average of \$11,431.00. The Employer ranked last and its BA minimum was \$950.00 below the top and \$631.00 below the average. The 1980-81 BA Step 7 salary for Comparable Group B ranged from a high of \$14,784.00 at Marshfield to the Employer's low of \$13,662.00 with an average of \$14,384.00. The Employer ranked number four and its BA Step 7 salary was \$1122.00 below the top and \$722.00 below the average. The Employer's 1980-81 BA maximum ranged from a high of \$17,273.00 at Stevens Point to the Employer's low of \$15,822.00 and the average was \$16,719.00. The Employer's 1980-81 BA maximum ranked fourth in Comparable Group B and was \$1451.00 below the top and \$891.00 below the average. The 1980-81 MA minimum in Comparable Group B ranged from a high of \$13,160.00 at Wisconsin Rapids to the Employer's low of \$11,880.00 with an average of \$12,633.00. The Employer ranked last in Comparable Group B and its MA minimum was \$1280.00 below the top and \$753.00 below the average. The 1980-81 Step 10 salary in Comparable Group B ranged from a high of \$18,029.00 at Wisconsin Rapids to the Employer's low of \$16,146.00 with an average of \$17,372.00. The Employer

ranked last and its MA Step 10 salary was \$1883.00 below the top and \$1226.00 below the average. The 1980-81 MA maximum in Comparable Group B ranged from a high of \$20,661.00 at Wisconsin Rapids to the Employer's low of \$17,010.00 with an average of \$19,581.00. The Employer ranked number four in Comparable Group B and its MA maximum was \$3651.00 below the top and \$2571.00 below the average. The 1980-81 schedule maximums in Comparable Group B ranged from a high of \$22,875.00 at Wisconsin Rapids to the Employer's low of \$17,010.00 with an average of \$20,984.00. The Employer ranked at the bottom of Comparable Group B and its 1980-81 schedule maximum was \$5,865.00 below the top and \$3,974.00 below the average. The 1980-81 career BA total in Comparable Group B ranged from a high of \$395,740.00 at Marshfield to the Employer's low of \$366,228.00 with an average of \$386,629.00. The Employer ranked number four and its total was \$29,476.00 below the top and \$20,401.00 below the average. The 1980-81 career BA/MA totals for Comparable Group B ranged from the high of \$444,734.00 at Wisconsin Rapids to the Employer's low of \$384,048.00 with an average of \$425,994.00. The Employer ranked at the bottom with a career BA/MA total of \$60,686.00 below the top and \$41,946.00 below the average.

The 1981-82 BA minimum in Comparable Group B ranged from a high of \$12,760.00 at Wisconsin Rapids to the Employer's low of \$12,175.00 with an average of \$12,540.00. The Employer's BA minimum ranked fourth and was \$585.00 below the top and \$365.00 below the average. The 1981-82 BA Step 7 salary in Comparable Group B ranged from a high of \$16,032.00 at Marshfield to the Employer's low of \$15,401.00 and the average was \$15,718.00. The Employer's BA Step 7 salary ranked number four and was \$631.00 below the top salary and \$317.00 below the average. The 1981-82 BA maximum in Comparable Group B ranged from a high of \$19,159.00 at Stevens Point to the Employer's low of \$17,836.00 with an average of \$18,412.00. The Employer ranked at the bottom with a BA maximum of \$1323.00 below the top and \$576.00 below the average. The 1981-82 MA minimum in Comparable Group B ranged from a high of \$14,292.00 at Wisconsin Rapids to the Employer's low of \$13,393.00 with an average of \$13,858.00. The Employer's MA minimum ranked at the bottom of the comparable group and was \$899.00 below the top and \$455.00 below the average. The 1981-82 MA Step 10 salaries in Comparable Group B ranged from a high of \$19,583.00 at Wisconsin

Rapids to the Employer's low of \$18,202.00 with an average of \$18,974.00. The Employer's MA Step 10 salary ranked number four in Comparable Group B and was \$1381.00 below the top and \$772.00 below the average. The 1981-82 MA maximum in Comparable Group B ranged from a high of \$22,517.00 at Stevens Point to the Employer's low of \$19,176.00 with an average of \$21,514.00. The Employer's MA maximum ranked at the bottom of Comparable Group B and was \$3,341.00 below the top and \$2,338.00 below the average. The 1981-82 schedule maximum in Comparable Group B ranged from a high of \$24,843.00 at Wisconsin Rapids to the Employer's low of \$20,271.00 with an average of \$23,616.00. The Employer's schedule maximum ranked last in Comparable Group B and was \$4,572.00 below the top and \$3,375.00 below the average. The career BA totals in Comparable Group B in the years 1981-82 school year ranged from a high of \$433,105.00 at Stevens Point to the Employer's low of \$412,848.00 with an average of \$424,370.00. The Employer ranked at the bottom and its career BA total was \$20,257.00 below the top and \$11,522.00 below the average. The 1981-82 career BA/MA total in Comparable Group B ranged from a high of \$483,033.00 at Wisconsin Rapids to the Employer's low of \$432,948.00 with an average of \$466,559.00. The Employer's career BA/MA total ranked number four and was \$50,085.00 below the top and \$33,611.00 below the average. The 1982-83 BA minimum among the schools in Comparable Group B that have reached agreement ranged from a high of \$13,900.00 at Stevens Point to a low of \$13,550.00 at Marshfield. The Association's offer of \$12,950.00 is \$950.00 below the top and would rank last in the comparable group. The Employer's offer of \$12,725.00 is \$1175.00 below the top and would rank last in the comparable group. The BA Step 7 salary for 1982-83 among those school districts in Comparable Group B that reached agreement ranged from a high of \$17,344.00 at Marshfield to a low of \$16,728.00 at Wisconsin Rapids. The Association's proposal of \$16,383.00 would rank fourth in the comparable group and is \$961.00 below the top. The Employer's proposal of \$16,099.00 is \$1245.00 below the top and would rank at the bottom of the comparable group. The 1982-83 BA maximum in Comparable Group B of those schools that have reached agreement ranged from a high of \$21,159.00 at Stevens Point to a low of \$19,632.00 at Wisconsin Rapids. The Association's offer of \$18,973.00 is \$2,186.00 below the top and would rank at the bottom of the comparable group. The Employer's offer of \$18,644.00 is \$2,515.00 below the top and would rank at

the bottom of the comparable group. The 1982-83 MA minimum for those school districts in Comparable Group B that have reached agreement ranged from a high of \$15,484.00 at Wisconsin Rapids to a low of \$14,905.00 at Marshfield. The Association's proposal of \$14,245.00 is \$1239.00 below the top and would rank at the bottom of the comparable group. The Employer's offer of \$13,998.00 is \$1486.00 below the top and would rank at the bottom of the comparable group. The 1982-83 MA Step 10 salary for those schools in Comparable Group B that have reached agreement ranged from a high of \$21,003.00 at Marshfield to a low of \$20,150.00 at Stevens Point. The Association's offer of \$19,362.00 is \$1641.00 below the top and would rank at the bottom of the comparable group. The Employer's offer of \$19,027.00 is \$1976.00 below the top and would also rank at the bottom of the comparable group. The 1982-83 MA maximum for those school districts in Comparable Group B that have reached agreement ranged from a high of \$24,718.00 at Stevens Point to a low of \$23,713.00 at Marshfield. The Association's offer of \$20,398.00 is \$4,320.00 below the top and would rank at the bottom of the comparable group. The Employer's offer of \$20,045.00 is \$4,673.00 below the top and would also rank at the bottom of the comparable group. The 1982-83 schedule maximum for school districts in Comparable Group B that have reached agreement ranged from a high of \$27,086.00 at Wisconsin Rapids to a low of \$26,829.00 at Marshfield. The Association's offer of \$21,564.00 is \$5,522.00 below the top and ranks at the bottom of the comparable group. The Employer's offer of \$21,191.00 is \$5,895.00 below the top and ranks at the bottom of the comparable group.

The 1982-83 career BA total for those school districts in Comparable Group B that have reached agreement ranged from a high of \$473,739.00 at Stevens Point to a low of \$453,190.00 at Wisconsin Rapids. The Association's offer would make its career BA total \$439,162.00 which would be \$34,577.00 below the top and place it at the bottom of the comparable group. The Employer's proposal would make its 1982-83 career BA total \$431,546.00 which is \$42,193.00 below the top and it would rank at the bottom of the comparable group. The 1982-83 career BA/MA total for school districts in Comparable Group B that have reached agreement ranged from a high of \$518,324.00 at Wisconsin Rapids to a low of \$514,231.00 at Marshfield. The Association's proposal would make its career

BA/MA total \$460,537.00 which would be \$57,787.00 below the top and it would rank at the bottom of the comparable group. The Employer's proposal would make its 1982-83 career BA/MA total \$452,561.00 which would be \$65,763.00 below the top and rank at the bottom of the comparable group.

Altoona was given a 1982-83 salary schedule that provided a 7.5% increase at each step of the schedule. The Association's proposal would provide a 6.4% increase at each step of its salary schedule for 1982-83 while the Employer's proposal would provide a 4.5% increase at each step of the salary schedule. Cadott gave an increase that provided increases to each step of the salary schedule ranging from a minimum of 7.5% to a high of 9.5%. Colby agreed upon a 1982-83 salary schedule that provided a 6.7% increase for each step of the BA schedule and a 6.3% increase for each step of the MA schedule. Fall Creek agreed upon a 1982-83 salary increase that provided increases for each step of the salary schedule ranging from a minimum of 9.8% to a high of 10.5%. Gilman agreed on a 1982-83 schedule that provided for increases at each step of the salary schedule ranging from a minimum of 6.2% to a high of 8.8%. The 1982-83 Loyal schedule provided for an increase at each step of the salary schedule ranging from a low of 6.8% to a high of 8.5%. Mosinee agreed upon a 1982-83 salary schedule that provided for increases at each step of the salary schedule ranging from a minimum of 5.9% to a high of 6%. Owen-Withee agreed upon a 1982-83 salary schedule that provided for increases at each step ranging from a minimum of 6.7% to a high of 12.6%. Stanley-Boyd agreed upon a 1982-83 salary schedule that provided increases at each step ranging from a low of 4.1% to a high of 10.9%. Thorp agreed upon a 1982-83 salary schedule that provided for increases at each step of the salary schedule ranging from a low of 7.1% to a high of 9.4%.

The state average BA minimum for the 1982-83 school year was \$13,450.00 and the Association's offer was \$12,950.00 or 96.28% of the state average. The Employer's offer was \$12,725.00 or 94.61% of the state average. The state average for the BA Step 7 was \$17,056.00 and the Association's offer of \$16,383.00 was 96.05% of the state average while the Employer's proposal is \$16,099.00 was 94.39% of the state average. The state average BA maximum was \$20,366.00 and the Association's offer was \$18,973.00 or 93.16% of the state

average while the Employer's offer of \$18,644.00 was 91.55% of the state average. The state MA minimum average was \$14,856.00 and the Association's offer of \$14,245.00 was 95.89% of the state average while the Employer's offer of \$13,998.00 was 94.22% of the state average. The state average MA Step 10 salary was \$20,783.00 and the Association's offer of \$19,362.00 was 93.16% of the state average while the Employer's offer of \$19,027.00 was 91.55% of the state average. The state average for the MA maximum was \$23,950.00 and the Association's offer of \$20,398.00 was 85.17% of the state average while the Employer's offer of \$20,045.00 was 83.7% of the state average. The 1982-83 state average for the state schedule maximum was \$25,608.00 and the Association's offer of \$21,564.00 was 84.21% of the state average while the Employer's offer of \$21,191.00 was 82.75% of the state average. The 1982-83 state average for the Career BA total was \$464,158.00 and the Association's offer would result in a Career BA total of \$439,162.00 which is 94.61% of the state average while the Employer's proposal would result in a total of \$431,546.00 which is 92.97% of the state average. The 1982-83 state average Career BA/MA total was \$513,311.00 and the Association's offer would result in a total of \$460,537.00 which is 89.72% of the state average while the Employer's proposal would result in a total of \$452,561.00 which is 88.17% of the state average.

Sixty-seven of the 419 school districts in Wisconsin have reached agreement on 1983-84 salaries. The average BA minimum agreed upon is \$14,152.00 which is a 6% increase. The average BA Step 7 salary is \$17,819.00 which is a 6.1% increase. The average BA maximum salary is \$20,929.00 which is a 5.9% increase. The average MA minimum salary is \$15,612.00 which is a 6% increase. The average MA Step 10 salary is \$21,798.00 which is a 6.1% increase. The average MA maximum salary is \$25,124.00 which is a 5.9% increase. The average of the schedule maximums agreed upon for the 1983-84 school year is \$26,729.00 which is a 5.9% increase.

The 1981-82 state average salary for teachers was \$19,387.00. The Association computes the 1981-82 average for the Employer's teachers to be \$16,625.00. Its proposal including longevity would provide a 1982-83 average salary of \$18,147.00 while the Employer's would be \$17,830.00. The Employer's

proposal would generate a 1982-83 average wage that is 92% of the 1981-82 state average salary for teachers.

During the 1978-79 school year the Consumer Price Index was 196.7 and the BA minimum salary for the Employer was \$9,875.00. By the 1979-80 school year the Consumer Price Index had increased to 218.9 and the BA minimum salary for the Employer's teachers was \$10,300.00. If the salary had increased at the same rate as the Consumer Price Index it would have been \$10,990.00. During the 1980-81 school year the Consumer Price Index had increased to 247.8 and the BA minimum salary for the Employer's teachers was \$10,800.00. If the salary had increased at the same rate as the Consumer Price Index the BA minimum salary should have been \$12,440.00. During the 1981-82 school year the Consumer Price Index had increased to 274.4 while the BA minimum salary for the Employer's teachers had increased to \$12,175.00. If the increase in the BA minimum had been at the same rate as the Consumer Price Index it would have been \$13,776.00. During the 1982-83 school year the Consumer Price Index had increased to 292.2. If the BA minimum salary had increased at the same rate as the Consumer Price Index it would have been \$14,669.00. The Association's proposal of a BA minimum of \$12,950.00 would leave it \$1719.00 behind the rate of increase in the Consumer Price Index over the last five years while the Employer's proposal of \$12,725.00 would leave the BA minimum salary \$1944.00 behind the rate of increase in the Consumer Price Index. The Association's BA Step 7 proposal of \$16,383.00 is \$2,174.00 behind the rate of increase in the Consumer Price Index over the last five years while the Employer's proposal of \$16,099.00 is \$2,458.00 behind the comparable increase in the Consumer Price Index. The BA maximum salary proposal of the Association is \$18,973.00 which is \$2,518.00 behind the rate of increase in the Consumer Price Index over the preceding five years while the Employer's proposal of \$18,644.00 is \$2,847.00 behind. The Association's MA minimum salary proposal of \$14,245.00 is \$1892.00 behind the rate of increase in the Consumer Price Index over the last five years while the Employer's proposal of \$13,998.00 is \$2,139.00 behind. The Association's 1982-83 MA tenth step proposal of \$19,362.00 is \$2,569.00 behind the rate of increase in the Consumer Price Index over the last five years while the Employer's proposal of \$19,027.00 is \$2904.00 behind. The Association's 1982-83

MA maximum proposal of \$20,398.00 is \$2,706.00 behind what it would have been if it had increased at the same rate as the Consumer Price Index over the last five years. The Employer's proposal of \$20,045.00 is \$3,059.00 behind. The 1982-83 schedule maximum proposed by the Association is \$21,564.00 which is \$1540.00 behind what it would have been if it had increased at the same rate as the Consumer Price Index over the last five years. The Employer's proposal of \$21,191.00 is \$1913.00 behind.

In Comparable Group A, 6 of the 14 school districts paid 100% of the family health insurance premium during the 1982-83 school year and 8 paid less than 100%. All but 2 of the school districts paid 100% of the single premium. The family premiums range from a low of \$108.87 per month at Gilman to a high of \$180.50 at Loyal. The dollar amounts paid each month by the school districts for family premiums range from a low of \$81.65 at Gilman, which was 75% of the premium, to a high of \$150.00 at Loyal and Owen-Withee, which were 83% and 84% respectively of the full premium. The single premiums ranged from a low of \$37.98 per month at Mosinee to a high of \$82.24 at Loyal and the amount paid by the school districts range from a low of \$33.14 at Gilman, which was 75% of the premium, to a high of \$82.84 at Loyal, which was 100% of the premium. The Employer paid 100% of the family premium of \$135.74 and 100% of the single premium of \$53.28 per month. The 1983-84 family health insurance premiums in Comparable Group A range from a low of \$161.54 per month at Auburndale to \$179.60 per month at Cornell. The single premiums range from a low of \$62.88 per month at Thorp to a high of \$70.18 at Cornell. None of the school districts in Comparable Group A have agreed on the amount of premiums to be paid during the 1983-84 school year by the Employer.

During the 1982-83 school year 6 of the school districts in Comparable Group A paid 100% of the family dental insurance premium and 8 paid lesser amounts ranging from 29% to 93%. Ten of the school districts paid 100% of the single dental premium and 4 paid smaller amounts ranging from 75% to 87%. The dollar amounts of the family premium ranged from a low of \$25.78 at Fall Creek to a high of \$48.14 at Mosinee and the single premiums range from a low of \$7.00 per month at Gilman to a high of \$15.20 per month at Mosinee. The dollar amounts of the family premium paid by the Employers ranged from a low of \$7.50 per month at

Fall Creek which was 29% of the premium to a high of \$44.64 at Mosinee which was 93% of the premium. The school districts paid single premiums ranging from a low of \$5.25 per month at Gilman, which was 75% of the premium, to \$15.02 per month at Loyal which was 100% of the premium.

Eleven of the 14 school districts in Comparable Group A have reached agreement on collective bargaining agreements for the 1982-83 school year. Two of those 11, Mosinee and Stanley-Boyd, have reached agreement for the 1983-84 school year. The collective bargaining agreements that have been reached were signed between November 16th, 1981 and June of 1983. Mosinee and Stanley-Boyd signed two year agreements covering two school years from 1982-84 in December of 1982 and February of 1983 respectively.

During the 1976-77 school year, the 1977-78 school year and the 1978-79 school year the extra duty schedules of the Employer were based on a salary of \$8400.00. In the 1979-80 school year the extra duty schedule was based on a salary of \$8700.00. During the 1980-81 school year the extra duty schedule was based on a salary of \$10,300.00. During the 1981-82 school year the extra duty schedule was based on a salary of \$10,800.00.

In the negotiations for the 1981-82 school year the Employer and the Association agreed that not more than 4 teachers would be given layoffs during that school year. Two were given notices of layoffs and eventually were given layoffs. One teacher was eventually recalled. There had been a tentative agreement on layoff language which included a 60 day notice of layoff and protection from seniority for certain coaches. A meeting in July of 1981 resulted in a 30 day notice of layoff and no protection from seniority for coaches. Prior to the 1982-83 school year there were 7 partial or full time layoffs given in February of 1982. Only one of those teachers was restored to a full time position. The partial layoffs varied and only one of the teachers given a layoff returned the following year. In September of 1982 all Title I teachers were given notice of a 20% reduction in time at the end of the first quarter. Four of them exercised bumping rights. The Title I teachers had their teaching time reduced by 20% for 10 weeks. Eventually funds were reallocated and the Title I teachers were put back on full time. The Employer was not aware

of reduction in Title I funds until September of 1982 and then gave those teachers the 20% reduction in time.

The 1982-83 cost per pupil in Comparable Group A ranged from a low of \$2105.00 at Cornell to a high of \$2731.00 at Greenwood. The Employer ranked sixth with a cost per pupil of \$2414.00. The 1982-83 state aid per pupil in Comparable Group A ranged from a low of \$1094.00 per pupil at Thorp to a high of \$1676.00 at Cadott. The Employer ranked fifth with state aid per pupil of \$1428.00. The 1982-83 equalized valuation per pupil in Comparable Group A ranged from a low of \$71,792.00 at Cornell to a high of \$145,559.00 at Thorp. The Employer ranked tenth with an equalized valuation per pupil of \$101,719.00. The 1982-83 levy rate in Comparable Group A ranged from a low of \$7.99 at Cornell to a high of \$11.29 at Greenwood. The Employer ranked fifth with a levy rate of \$9.70.

The 1981-82 salary cost of the Employer for 64 teachers was \$1,064,216.00. It had extra pay costs of \$40,639.00 and state retirement system costs of \$127,058.00. The FICA cost of the Employer were \$73,749.00 and the long term disability cost was \$3,835.00. The Employer's health insurance costs were \$72,246.00 and its dental insurance cost was \$22,012.00. The total 1981-82 cost for 64 teachers was \$1,403,755.00 and the average salary was \$16,628.00. The Employer's 1982-83 proposal would have salary costs including longevity of \$1,141,135.00 for 64 teachers and the extra pay cost would be \$41,513.00. The state retirement system contribution would be \$135,413.00 and the FICA cost would be \$79,237.00. Long term disability insurance would cost \$4,135.00 and health insurance would be \$83,880.00 and dental insurance would be \$22,012.00. The total cost of the Employer's proposal for 64 teachers would be \$1,507,325.00 which is \$103,570.00 or 7.4% more than the 1981-82 school year cost. It would result in an average salary per teacher of \$17,830.00. The Association's 1982-83 salary proposal for 64 teachers would cost \$1,161,381.00 and there would be extra pay costs of \$47,116.00. The state retirement system contribution would be \$138,373.00 and the FICA cost would be \$80,969.00. Long term disability insurance would cost \$4206.00 and health insurance would cost \$83,880.00 and dental insurance would cost \$22,012.00. It would result in total cost for 64 teachers of \$1,537,937.00 or \$134,182.00 more than the preceding year which

is a 9.6% increase in cost. The average salary would be \$18,147.00. The Employer had 56 teachers during the 1982-83 school year, so its actual costs would be lower.

The 1982-83 budget of the Employer projected revenues of \$951,799.00 from property tax, \$1,480,849.00 from state aid and \$50,684.00 from other local sources. The total budget was \$2,483,332.00. The actual funds received by the Employer were the \$951,799.00 from the property tax, \$1,471,063.00 from state aids and \$60,640.00 from other local sources making total receipts of \$2,483,502.00. The 1982-83 expenditures were \$2,396,643.00 and the Employer still has available \$86,689.00 out of the 1982-83 budget. Under the Employer's offer the cost of the salary increase would be \$112,395.00. The Employer would be required to raise another \$25,706.00 to cover its salary proposal. Under the Association's offer the cost of the teachers salary increase for the 1982-83 year would be \$141,051.00 which would require the Employer to raise an additional \$54,362.00. The cost of the Association's proposal for the 1983-84 school year would be \$1,131,076.00 for salary, \$51,262.00 for extra pay, \$134,787.00 for the state retirement system, \$79,217.00 for FICA, \$4,104.00 for long term disability insurance, \$92,271.00 for health insurance and \$21,074.00 for dental insurance. The total cost of the Association's 1983-84 proposal is \$1,513,791.00 which is \$129,809.00 more than the cost of the Association's 1982-83 proposal. That projected cost is based on 56 teachers and would result in an increased cost of 9.4%.

The Employer projects that it will have revenues other than property taxes during the 1983-84 school year of \$1,508,149.00. Its total expenditures for the 1983-84 school year are projected to be \$2,768,201.00 if the Association's final offer is selected. That is a 9% increase over the 1982-83 total expenditures. The difference between those revenues and the total projected expenditures is \$1,260,052.00 and that would have to be paid by property taxes. Because of a balance from the prior year and the excess revenues received in the 1982-83 school year and the balance from the prior year the Employer has \$450,279.00. The 1984 tax levy will be required to raise \$809,773.00. The Employer projects that its 1984 tax rate would increase to \$13.10 which is \$3.10 more than the 1983 tax rate. This would result in a 31% increase in the tax levy. The

Employer has substantial debt retirement costs. It projects the 1982-83 debt retirement cost to be \$147,630.00 and the 1983-84 debt retirement cost to be \$192,347.00. The 1982-83 school aids received by the school district in Comparable Group A ranged from a low of \$730,681.00 at Thorp to a high of \$2,465,672.00 at Mosinee. The Employer received \$1,332,331.00 in state aid which is the eighth highest in Comparable Group A. The 1983-84 school aid for Comparable Group A will range from a low of \$739,215.00 at Thorp to a high of \$2,785,100.00 at Mosinee. The Employer is projected to receive \$1,297,703.00 which is \$34,628.00 less than it received during the 1982-83 school year and it would rank eighth in Comparable Group A. Of the 14 school districts in Comparable Group A, 7 have one year contracts with their teachers and all of them cover the 1982-83 school year. Six schools have 2 year agreements and 4 of those cover the 1981-82 and 1982-83 school years. The remaining 2 contracts cover the 1982-83 and 1983-84 school year and one of those has a reopener on salary for the 1983-84 school year and the other has a 1983-84 increase to be computed on the formula involving a total compensation package cost of 7.95%. Only two school districts in Comparable Group B have reached agreement on salaries to be paid to the teachers for the 1983-84 school year. The Consumer Price Index for the 1981-82 school year increased from 274.6 to 290.1 which was a 5.6% increase. By May of that school year the Consumer Price Index had increased to 296.3 which was an increase of slightly over 2%. The Consumer Price increase between May of 1982 and May of 1983 had increased 3.4%.

The Association proposes to keep the current language with respect to longevity. It provides that persons in lanes BA+6 through the MA are to receive 2% of the top of their lanes for each year of experience in excess of 11 and no teacher could advance more than 2% in any one year. The Employer proposes to add to that a limitation of 9 years while the Association would have no maximum number of years. Colby pays \$150.00 a year longevity to a maximum payment of \$1500.00. Loyal pays \$125.00 a year longevity after a teacher reaches the maximum step in his salary lane and each subsequent year. Longevity remains the same but salary schedule changes continue to generate \$125.00 per year. Stanley-Boyd has one \$300.00 longevity payment. Mosinee pays 3.4% of the BA base for each year above the top of the MA or 30 credit schedule which was

\$425.00 in 1981-82 and \$450.00 in 1982-83. Six times the longevity figure is the maximum a teacher can get in longevity. Cadott has no longevity, Neillsville has no longevity and Cornell has no longevity while Altoona has a one time \$150.00 longevity payment. Fall Creek, Gilman and Owen-Withee have no longevity payments while Thorp pays 2% of the previous years salary and Greenwood pays \$300.00 per year of service with no maximum.

Of the 14 school districts in Comparable Group A, 11 of them have no restrictions in the collective bargaining agreement on when layoffs can occur. Two of the school districts require 30 day written notice prior to the effective date of layoff and one adheres to the non-renewal time lines provided by the statute. Twelve of the school districts in Comparable Group A have no monetary penalties for layoffs during the school year while one has a \$200.00 penalty if the effective date of the layoff is more than 10 days following the closing of school in the preceding school year.

DISCUSSION:

This dispute breaks down into seven different issues. Each of the parties proposes a two year agreement but the Employer proposes a reopener on wages and health and dental insurance in the second year while the Association proposes provisions for both years on wages and health and dental insurance. The Employer's salary proposal calls for a BA base during the 1982-83 school year of \$12,725.00 with a reopener for the 1983-84 school year. The Association proposed a 1982-83 BA base of \$12,950.00 and a 1983-84 BA base of \$13,727.00. Both parties would continue the same salary index reflecting the changes in the base salary. There is an issue on longevity. The Employer proposes to insert a maximum of nine years for longevity payments while the Association proposes no maximum. The Employer proposes a reopener on health insurance for the 1983-84 school year while the Association proposes that the Employer pay the same percentage as it paid during the 1982-83 school year, which was 100%. The Employer proposes a reopener on the dental insurance issue for the 1983-84 school year while the Association proposes that the Employer pay a total of \$22,184.00 plus any unexpended amount from the moneys allocated for dental insurance for the 1982-83 school year. There is no issue involving dental insurance since both

proposals would pay 100% of the dental insurance during the 1983-84 school year. With regard to extra duty pay the Employer proposes no change in the current schedule while the Association proposes that the percentages for each of the duties apply to the previous BA base for the previous year. The Employer proposes retention of the present layoff provisions while the Association proposes a liquidated damage provision of 10% of the remaining value of the contract if the notice of layoff is after June 1st but before August 15th and 20% if the notice of layoff is after August 15th.

The Employer argues that the Association's liquidated damages layoff proposal is unique among the comparables and makes a substantial change in the provision that was voluntarily agreed upon with substantial concessions by the Employer just one year ago. It contends that it results in a worse situation for the bargaining unit, the teachers already on layoff and the students. The Association argues that its proposal encourages timely notice of layoff. It points out that a teacher cannot be under a contract with more than one school district and is effectively prohibited from obtaining job offers when there is a very real possibility of layoff from his or her current teaching position. It argues that if a teacher is laid off during the school year or just before the start of school the prospects of obtaining a teaching job are greatly diminished and the prospects of suffering large actual damages is greatly increased. It suggests that its proposals would encourage the Employer to make layoff decisions before June 1st and would give teachers on layoff the opportunity to seek employment in other districts for the coming year. The Employer would still be able to make layoffs at any time but would be required to provide an economic buffer to the teacher involved if the notice came after June 1st.

The Employer points out that none of the comparable school districts have a liquidated damages provision similar to that proposed by the Association. Cornell has a flat \$200.00 payment for the layoff of a teacher more than 10 days following the closing of a school year and imposes a similar penalty on a teacher who resigns more than 10 days following the close of a school year. The existing provision was first included in the 1981-82 collective bargaining agreement and it resulted from intense negotiations between the parties, including a rejection of a tentative agreement and further substantial compromi-

ses by both parties. The Employer points out that whenever possible it has given ample advance notice of layoffs except when it could not anticipate a cut off of funding. The Employer asserts that the requested provision has no precedent or parallel among comparable school districts and the Association seeks to eliminate an existing provision from the collective bargaining agreement that was just voluntarily bargained a year ago.

The Arbitrator is sympathetic with the desire of the Association to have the Employer make its layoff decision before June 1st of each year. The liquidated damages it seeks are not unreasonable in view of the actual damages a teacher might incur when given a layoff after June 1st. The interest and welfare of the public would be served by encouraging the Employer to give early notice of its intention to layoff a teacher and to impose a penalty that would alleviate some of the damage suffered by the teacher if early notice is not given. The Employer seems to have been quite reasonable in its efforts to notify teachers of layoffs or partial layoffs. The current layoff provision in the collective bargaining agreement was only recently negotiated and the Employer has not been unreasonable about the application of it. Arbitrators generally subscribe to the view that unless exceptional circumstances prevail a fundamental change in the layoff language or any other aspect of bargaining relations should be negotiated voluntarily by the parties and not imposed by an arbitrator. These parties voluntarily negotiated the current language and there is no inequitable result to which the Association can point that has resulted from the application of the language contained in the existing collective bargaining agreement. Without such an inequity there is no overriding consideration that would compel the arbitrator to impose new language on a collective bargaining relationship which was agreed upon by the parties in negotiations. The arbitrator finds the position of the Employer on layoff language to compare favorably with the other school districts in the comparable group and its application of the language has not resulted in such inequities that the arbitrator would feel compelled to impose new language upon the parties to replace that which was agreed upon. The position of the Employer is preferable to that of the Association on the issue of layoff language.

The Employer argues that for the 1982-83 school year it agreed to switch

insurance carriers at the request of the Association in return for a change in the language of the collective bargaining agreement that specified the actual dollar figure the Employer would pay toward the monthly premium beginning on November 1st, 1982. It contends the Association now wants to refute its voluntary agreement for the 1982-83 school year and go back to the old 100% type provision. It asserts that it will be faced with at least a 19% increase in health insurance premiums for the 1983-84 school year if the Association's language is adopted. The Employer contends that the only reasonable approach is to put the whole issue of payment of health insurance premiums in a reopener negotiation so that the parties can bargain about whether the district would pay the full increase, a portion of the increase or change the carrier completely. The Association argues that the Employer agreed to a dollar figure that constituted 100% of the premium and the only position it could take for the 1983-84 school year would be to diminish its percentage contribution. It points out that there is a long history of payment of 100% of the health insurance premium by the Employer and there will be no major surprises about the rate.

Every Employer is concerned about the increase in health insurance costs and is making efforts to control them. When there is an unusually large increase in health insurance premiums it is not unreasonable to expect the employees to share in the increased cost. The 1982-83 health insurance costs of the Employer were in the same range as those of other school districts in the Comparable Group A. It would appear that 1983-84 rates will fit into the same pattern as those of other school districts. The Employer has a history of paying 100% of the health insurance premium and in the absence of an unusually large increase in the premium that would put it out of line with the premiums of other school districts in Comparable Group A there is no compelling reason why the Employer should pay less than the full premium. While the Employer objects to returning to the old 100% type provision after having agreed upon a dollar figure it is not a radical departure from the old concept because the dollar figure amounted to 100% of the 1982-83 school year premium. The Employer contends that the only reasonable approach is to put the whole issue of health insurance premium in a reopener negotiation. The arbitrator is not sympathetic with that position. The parties have been bargaining since May of 1982 about a collective bargaining

agreement. One year has already elapsed without reaching agreement and another year is just starting. There is no reason to delay a decision on the amount of the health insurance premium that the Employer should pay any longer. The exact amount of the renewal premium that will become effective on November 1st, 1983 is not available at this time but a ball park cost can be ascertained. The arbitrator is not prepared to say that the offer of the Association more nearly meets the criteria of the statute than the Employer's proposal but it does have the advantage of disposing of the issue now as opposed to more protracted bargaining.

The Employer and the Association are far apart on extracurricular wages. The Employer proposes that the dollar base for computing the compensation for extracurricular activities remain the same for the 1982-83 and 1983-84 school years as it was for the 1981-82 school year. The Association points out that the rates paid are far below the regular hourly wages received by the teachers and they are actually overtime responsibilities. It proposes to maintain the practice of paying for the extracurricular activities on the basis of the BA base for the previous year. It concedes that the Employer often leads or follows closely the leader for many extracurricular activities but it argues that it falls near the center of the pack for many others. The Employer points out that there is no historical pattern of utilizing the BA base for the previous year in computing the compensation for extracurricular activities. There was a three year freeze from the 1976-77 school year through the 1978-79 school year. The 1979-80 figure had no relation to the base of the previous year. The same figure was used for the 1980-81 school year and the 1981-82 school year. Thus there has been no historical pattern and the parties have negotiated a number of different methods of determining the pay for extracurricular activities. The Employer points out that nine of the school districts in Comparable Group A have no tie to the BA base or any other figure on the salary schedule. Two of the nine use a specified base negotiated each year and the other seven negotiate a separate dollar amount for each activity. The Employer points out that it pays some of the highest extrapay amounts in the comparability group and there is no need to increase them to be competitive with the comparable school districts. It argues that the overwhelming majority of comparable school

districts do not have an automatic escalator for extra pay amounts and contends that its current schedule for extra pay is exceedingly high.

The arbitrator finds no basis for adopting the Association's position on the extracurricular pay issue. The basis of its position is that the duties involved are overtime and should be paid at a higher rate. The fact is that on the basis of comparability the Employer's existing rates are not only competitive but are some of the highest extra pay amounts in the area. The extracurricular rates are somewhat lower than the regular rates that teachers receive for teaching activities but they are competitive. The Association presents no valid reason why the Employer should tie its extracurricular wages to an escalating figure which would make its extracurricular pay much higher than that of other school districts in the comparable group.

The Employer's longevity pay program provides for payments for each year of service over the schedule salary maximum with no cap on the number of years used to compute the payments. That will increase to nine levels for the 1982-83 school year and the Association would increase the cap to ten years for the 1983-84 school year. The longevity pay itself automatically increases each year since it is computed as a percentage of a rate on the salary schedule. Only one of the other school districts in Comparable Group A has a similar plan and its payment per year of service is a fixed amount and does not automatically rise with increases in the salary schedule. None of the school districts has a plan that is tied to the salary schedule and there is a contractual limit on the number of years of longevity paid. The Association takes the position that the Employer has no compelling reason for capping the longevity benefit and contends that its position is not in the interest of the public welfare. It provides no evidence or meritorious argument to support that position other than to assert that the Employer has the burden of showing the need for capping longevity benefits. The Employer has a lucrative longevity pay plan and the Employer's proposal would continue that status. Contrary to the assertion of the Association, the Employer has not proposed a reduction in longevity but merely proposes to slow down the rate of increase. The Association contends that the Employer has failed in its burden to show the need for capping the benefit. The Employer has met this burden by pointing out that it already has the most lucrative longevity

plan and it would continue in that status with its new proposal. The arbitrator finds the Employer's position on longevity to be closer to the longevity payments in Comparable Group A than the proposal of the Association. None of the statutory criteria would indicate that the position of the Association was preferable to that of the Employer.

The Employer points out that the average rate of increase in the consumer price index for the 1982-83 school year was 4.2%. It contends that its proposal of a BA base of \$12,725.00 results in a 7.25% wage increase including increments and a total package cost increase of 7.4%. It asserts that the Association's 1982-83 proposal would result in a 9.14% wage increase including increments and a total package cost increase of 9.6%. It argues that its proposal is much more in line with the increase in the cost of living than that of the Association. It points out that the Association's proposal is 1-1/2 times larger than the annual increase in the cost of living at the beginning of the 1982-83 contract year and 2-1/4 times larger than the average annual increase during the 1982-83 school year. The Employer points out that among the comparable school districts it fits in near the middle in student enrollment and number of teachers and ranks sixth in the highest cost per pupil and fifth in the highest tax levy. The Employer concedes that a one year comparison with increases in the salary schedule of other school districts may indicate that its salary offer is a bit low but it argues that over the past two years there has been some general improvement in the comparison between its offer for the 1982-83 school year and the relationship that existed in the 1980-81 school year. It argues that when its longevity program is added to the comparison a majority of its school teachers compare favorably with those in other school districts in Comparable Group A. The Employer points out that only one of the 13 other districts in Comparable Group A has reached a salary settlement for the 1983-84 school year and the exact amount of that is as yet undetermined because it is based on a formula which includes some unknowns. It argues that the Association's proposal that the 1983-84 BA base be increased to \$13,727.00 would be a 6% increase and the total salary including the increments would increase by 8.5%. The Employer contends that this would result in a total compensation package increase of 9.4% when the rate of annual increase in the consumer price index had declined to

2.4% by June of 1983. It asserts there is no basis for increasing its teachers salaries two or three times in excess of the cost of living. It takes the position that since there is no actual 1983-84 salary schedule pattern in Comparable Group A the Employer's offer of a reopener is a most reasonable approach. The Employer points out that its debt retirement cost will increase almost 30% during the 1983-84 school year and it will be the only school district in Comparable Group A that will experience reduction in state aid.

The Association contends that of all the statutory criteria considered by interest arbitrators greatest weight is usually given to wage comparability data because it embraces most of the other factors which shape wage decisions within the common economic water shed. It points out that during the 1981-82 school year the Employer's BA minimum ranked third in Comparable Group A and its proposal would drop the ranking to fifth while the Employer's proposal would drop the ranking to eleventh. At the BA Step 7 the Association's proposal would increase the ranking of the Employer from third to second but the Employer's proposal would drop it from third to fifth. At the BA maximum level the Association's offer would drop the Employer's ranking from fourth to seventh while the Employer's proposal would drop it to eighth. During the 1981-82 school year the Employer's MA minimum ranked second in the conference. The Association's 1982-83 proposal would drop the MA minimum rank for the Employer to fourth while the Employer's proposal would drop that ranking to seventh. At the MA Step 10 level the Employer ranked third in the Comparable Group A for the 1981-82 school year. The proposals of both the Employer and the Association would retain that ranking for the 1982-83 school year. The Employer's offer drops its MA Step 10 from \$732.00 above the average in the 1981-82 school year to \$210.00 above the average for the 1982-83 school year while the Association's proposal would drop it to position \$517.00 above the average. During the 1981-82 school year the Employer's MA maximum ranked eighth and the Employer's proposal drops its MA maximum salary to last place in Comparable Group A while the Association's proposal would drop it to next to the last. The Employer's 1981-82 schedule maximum was seventh in Comparable Group A and the Employer's proposal would drop it to tenth place while the Association's proposal would rank it ninth. The Association points out that no school district in Comparable Group A has pro-

posed wage increases so meager and austere as that proposed by the Employer. The Association notes the conservative nature of its final offer by pointing out that most of the salary levels would decline in rank with its proposal. The Association argues that the best gauge of economic conditions is the level of wage increases in the comparable districts. It notes that the Employer's final offer provides for an increase of only 4-1/2% in each cell for the 1982-83 school year and it would fall further behind the teachers in the other schools in its labor market area. While the Association concedes that there has been a decline in the rate of increase of the consumer price index it points out that the bargaining unit has had a steady loss in buying power over the last five years. The Association argues that it has proposed an increase of 6% in wage rates for the 1983-84 school year because it reflects the average increases in school districts that have reached agreement on 1983-84 salaries. It does not propose the average rates that have been agreed upon for the 1983-84 school year but the average percentage increase. The Association points out that it has been bargaining with the Employer for almost 16 months on this collective bargaining agreement and to continue the bargaining on the terms of the 1983-84 contract would serve no one well.

The arbitrator finds that the Employer's 1982-83 salary proposal would result in increases well below those of every other school district in Comparable Group A and would result in a slippage in the relationship between its school teachers and those teachers with similar training and experience in the comparable school districts. There is no basis for permitting relationships between the Employer's teachers and those of other school districts to deteriorate even if only for a period of one year without a showing of inability to pay. The arbitrator finds the 1982-83 wage proposal of the Association better meets the criteria set forth in the statute than that of the Employer. The Association's 1983-84 proposal of a 6% increase at each step of the salary schedule is the same as the state wide average percentage increase of the 67 school districts in the state that have reached agreement on 1983-84 wages. While 67 out of 419 is a rather thin sampling, the districts are scattered across the state, vary in size and vary in wage rates. A percentage pattern seems to be developing and the Association proposal falls into that pattern.

The Employer makes no 1983-84 proposal contending that it should wait until it sees what kind of a pattern develops in Comparable Group A. Based on the 1982-83 bargaining experience, waiting does not seem to do much good because the Employer's proposed percentage increase was far below that of any other school district in Comparable Group A and would result in a deterioration of the relationships between its teachers and the teachers with comparable training and experience in the other school districts of Comparable Group A.

The significant issues involved in this proposal are those of salary and health insurance. The Employer's position on longevity, extra duty pay and layoff are preferable to that of the Association and better meet the statutory criteria to which the arbitrator must adhere in reaching decision. As far as the health insurance issue is concerned the Association proposes to continue in the 1983-84 school year the established practice of the Employer paying 100% of the health insurance premiums. The proposal of the Employer to have a reopener and to bargain health insurance and wages together has merit because they are the significant economic issues. If the Employer had a reasonable salary proposal for the 1982-83 school year, the arbitrator would be inclined to accept its overall proposal and let the parties bargain the health insurance and salary issues for the 1983-84 school year. The arbitrator is reluctant to select the position of the Association on salary and insurance for the 1983-84 school year when he has no similar proposal from the Employer to measure it against. The arbitrator is even more reluctant to impose a substandard salary schedule on the Employer's teachers that falls well below the increases given to all other teachers in Comparable Group A in view of the fact that the parties have been bargaining since May of 1982 and the school year for which that increase would be given has already ended. Section 111.70(4)(cm)7 of the Wisconsin Statutes contemplated that the parties would reach agreement or submit the issue to an arbitrator for a prompt disposition of the matter. It was not the intention of the statute to have negotiations drag on and on and then go through an arbitration proceeding that would result in giving employees wage increases for a year after that year is over and at a time when the parties should be reaching agreement on new collective bargaining agreement for the approaching year. If the Association's 1983-84 proposal had included a wage increase and health

insurance payments by the Employer that were unreasonable the arbitrator would have selected the Employer's proposal even though it meant that the 1982-83 increase for its teachers would have been substandard and would not have been awarded until after completion of the year during which it should have been paid. But that is not the case. The Association's health insurance proposal is a continuation of the existing practice of the Employer paying 100% of the premium and the dollar amount falls within the pattern paid by the other school districts in Comparable Group A. There is no wage pattern for the Employer for the 1983-84 school year in Comparable Group A but a state wide pattern is developing and the percentage increase in the Association's proposal is on target.

The arbitrator is satisfied that this award is within the financial ability of the Employer although it will cause some economic stress. However it has had the advantage of using the wage increase that should have been paid to its teachers over the past year. Those same employees have had to endure the financial hardships that resulted from not receiving the wage increase they had a right to expect at the beginning of the 1982-83 school year. The 1983-84 school year is about to begin and the Employer's school teachers have every right to expect to receive the 1983-84 rate at the start of the year. To make them go through a protracted period of bargaining and possibly another mediation-arbitration proceeding after having to wait more than a year to receive the 1982-83 salary increase to which they were entitled would not be in the public interest.

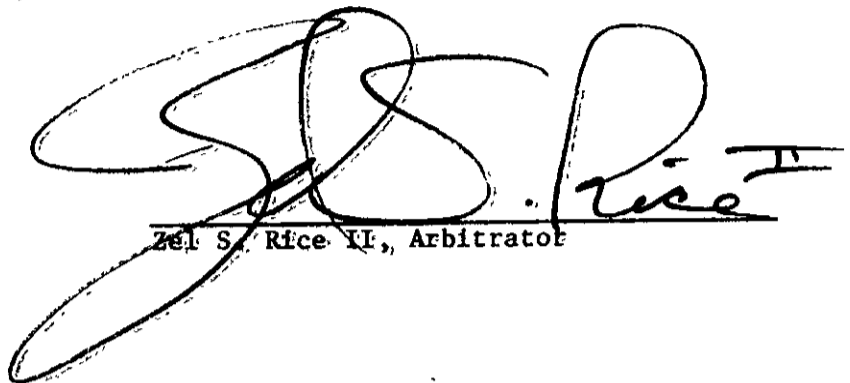
The Association's proposal for the 1982-83 school year falls within the pattern established in the collective bargaining agreements in Comparable Group A. The 1983-84 proposal is right on target with the state wide pattern that has been established by those school districts which have reached agreement. There is no reason to believe that Comparable Group A will develop a pattern any different than the rest of the state for the 1983-84 school year.

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 22nd day of August, 1983.



Zel S. Rice II, Arbitrator

Name of Case: SCHOOL DISTRICT OF AUBURNDALE
Case IX No. 30094 MED/ARB-1821

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.

5/16/83
(Date)

Mary Virginia Quarles
(Representative)

On Behalf of: AUBURNDALE EDUCATION ASSOCIATION

Ray
5/12/83

April 7, 1983

FINAL OFFER
AUBURNDALE EDUCATION ASSOCIATION

1. The provisions of the Agreement between the Association and the District shall remain unchanged for the 1982-84 Agreement except as modified by the stipulations and the amendments proposed by the Association for inclusion in the successor agreements.

2. ARTICLE VI, C.1.

Add: "Such insurance shall continue to be paid in 1983-84 at the same percentage level as paid in 1982-83."

3. ARTICLE VI, C.2.

Add: "Any monies unexpended in 1982-83 shall be added to the amount for dental insurance for 1983-84."

~~4. ARTICLE V, A.3.~~

~~Add: (c). "Teachers may be assigned up to fifteen (15) minutes of supervision per day for no more than three (3) days in each ten (10) school day period."~~

JCEW
5/12/83

MUA
5/16/83

5. P.18

"Extra Duty Schedule - Percentages Based on Previous Year's Base."

6. Salary Schedule: Attached for 1982-83 and 1983-84.

JCEW
5/12/83

MUA
4/7/83

7. ARTICLE XI.

B. Notices and Timelines

Number the current paragraphs 1-3 and add:

4. In the event the Board fully lays off an employee during the term of that employee's contract with the District (including the summer months prior to the beginning of the school year for which the employee has been issued an employment contract), the employee shall receive from the District an amount of money as and for liquidated damages as specified in 6 below.
5. In the event the Board implements the partial layoff of an employee during the term of that employee's full-time contract with the District (including the summer months prior to the beginning of the school year for which the employee has been issued that employment contract), the employee whose hours have been reduced (partially laid off) shall receive from the District, as and for liquidated damages, as specified in 6 below.
6. Liquidated damages shall be as follows:
 - a) Written notice of layoff prior to August 15 - an amount of money equal to 10% of the remaining value of his/her contract or of the reduced portion of his/her contract.
 - b) Written notice of layoff on August 15 or later - an amount of money equal to 20% of the remaining value of his/her contract or of the reduced portion of his/her contract.

REW
5/12/83

MUR
4/7/83

7. The provisions of subsections 4, 5 and 6 above, shall not apply to the layoff of an employee, if the Board provides written notice to the employee that the employee has been selected for layoff for the ensuing school year no later than June 1 of the current school year. However such written notice of layoff shall include a statement of the employee's recall rights under this Article and, upon receiving such notice, the employee may exercise bumping rights in accordance with this Article.

8. DURATION

Change:

"1981" to "1982" and "1982" to "1984".

REW
5/12/83

MVA
4/7/83

AUBURNDALE EDUCATION ASSOCIATION
SALARY SCHEDULE 1982-83

	<u>B.S.</u>	<u>B+6</u>	<u>B+12</u>	<u>B+18</u>	<u>B+24</u>	<u>M</u>	<u>M+6</u>	<u>M+12</u>	<u>M+18</u>	<u>M+24</u>
0	12,950	13,209	13,468	13,727	13,986	14,245	14,504	14,763	15,022	15,281
1	13,533	13,792	14,051	14,310	14,569	14,828	15,087	15,346	15,605	15,864
2	14,116	14,375	14,634	14,893	15,152	15,411	15,670	15,929	16,188	16,447
3	14,699	14,958	15,217	15,476	15,735	15,994	16,253	16,512	16,771	17,030
4	15,282	15,541	15,800	16,059	16,318	16,577	16,836	17,095	17,354	17,613
5	15,865	16,124	16,383	16,642	16,901	17,160	17,419	17,678	17,937	18,196
6	16,383	16,642	16,966	17,225	17,484	17,743	18,002	18,261	18,520	18,779
7	16,901	17,160	17,484	17,743	18,067	18,326	18,585	18,844	19,103	19,362
8	17,419	17,678	18,002	18,261	18,585	18,844	19,168	19,427	19,686	19,945
9	17,937	18,196	18,520	18,779	19,103	19,362	19,686	19,945	20,269	20,528
10	18,455	18,714	19,038	19,297	19,621	19,880	20,204	20,463	20,787	21,046
11	18,973	19,232	19,556	19,815	20,139	20,398	20,722	20,981	21,305	21,564
12		19,496	19,825	20,090	20,419	20,683	21,012	21,276	21,605	21,870
13		19,760	20,094	20,365	20,699	20,968	21,302	21,571	21,905	22,176
14		20,024	20,363	20,640	20,979	21,253	21,592	21,866	22,205	22,482
15		20,288	20,632	20,915	21,259	21,538	21,882	22,161	22,505	22,788
16		20,552	20,901	21,190	21,539	21,823	22,172	22,456	22,805	23,094
17		20,816	21,170	21,465	21,819	22,108	22,462	22,751	23,105	23,400
18		21,080	21,439	21,740	22,099	22,393	22,752	23,046	23,405	23,700
19		21,344	21,708	22,015	22,379	22,678	23,042	23,341	23,705	24,010
20		21,608	21,977	22,290	22,659	22,963	23,332	23,636	24,005	24,310

MUA

REW
5/12/83

AUBURNDALE EDUCATION ASSOCIATION
SALARY SCHEDULE 1983-84

	<u>B.S.</u>	<u>B+6</u>	<u>B+12</u>	<u>B+18</u>	<u>B+24</u>	<u>M</u>	<u>M+6</u>	<u>M+12</u>	<u>M+18</u>	<u>M+24</u>
0	13,727	14,002	14,277	14,552	14,827	15,102	15,377	15,652	15,927	16,202
1	14,345	14,620	14,895	15,170	15,445	15,720	15,995	16,270	16,545	16,820
2	14,963	15,238	15,513	15,788	16,063	16,338	16,613	16,888	17,163	17,348
3	15,581	15,856	16,131	16,406	16,681	16,956	17,231	17,506	17,781	18,056
4	16,199	16,474	16,749	17,024	17,299	17,574	17,849	18,124	18,399	18,674
5	16,817	17,092	17,367	17,642	17,917	18,192	18,467	18,742	19,017	19,292
6	17,366	17,641	17,985	18,260	18,535	18,810	19,085	19,360	19,635	19,910
7	17,915	18,190	18,534	18,809	19,153	19,428	19,703	19,978	20,253	20,528
8	18,464	18,739	19,083	19,358	19,702	19,977	20,321	20,596	20,871	21,146
9	19,013	19,288	19,632	19,907	20,251	20,526	20,870	21,145	21,489	21,764
10	19,562	19,837	20,181	20,456	20,800	21,075	21,419	21,694	22,038	22,313
11	20,111	20,386	20,730	21,005	21,349	21,624	21,968	22,243	22,587	22,862
12		20,666	21,016	21,296	21,646	21,926	22,276	22,556	22,906	23,186
13		20,946	21,302	21,587	21,943	22,228	22,584	22,869	23,225	23,510
14		21,226	21,588	21,878	22,240	22,530	22,892	23,182	23,544	23,834
15		21,506	21,874	22,169	22,537	22,832	23,200	23,495	23,863	24,158
16		21,786	22,160	22,460	22,834	23,134	23,508	23,808	24,182	24,482
17		22,066	22,446	22,751	23,131	23,436	23,816	24,121	24,501	24,806
18		22,346	22,732	23,042	23,428	23,738	24,124	24,434	24,820	25,130
19		22,626	23,018	23,333	23,725	24,040	24,432	24,747	25,139	25,454
20		22,906	23,304	23,624	24,022	24,342	24,740	25,060	25,458	25,778
21		23,186	23,590	23,915	24,319	24,644	25,048	25,373	25,777	26,102

QEW
5/12/83

MUA

EXHIBIT B

5/12/83

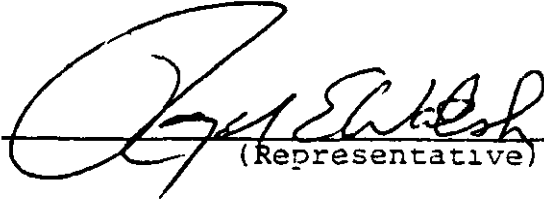
Name of Case: SCHOOL DISTRICT OF AUBURNDALE
Case IX No. 30094 MED/ARB-1821

1200
MAY 1 1983

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.

5-12-83

(Date)



(Representative)

On Behalf of: AUBURNDALE SCHOOL DISTRICT

MVA
5/16/83

March 9, 1983

FINAL OFFER

AUBURNDALE BOARD OF EDUCATION

The provisions of the 1981-82 Agreement between the parties will be continued for a two year term except as modified by the Agreed Items dated June 3, 1982, July 7, 1982, September 23, 1982, and March 9, 1983, the Agreed 1982-83 and 1983-84 calendars and the following:

1. Duration and Expiration Clause

Revise to read:

"The Agreement will be effective on the 1st day of July, 1982, and will continue in full force and effect as binding on both parties until the 30th day of June, 1984. This Agreement may be reopened for negotiations on the following items, provided written notice of such reopener is given by either party on or before May 1, 1983, (or within two weeks of an Arbitrator's award if the award is after May 1, 1983):

- a) The amount of the Board's contribution to the group surgical and hospitalization insurance and to the group dental insurance for the period after July 1, 1983.
- b) The salary schedule for 1983-84."

2. 1982-83 Salary Schedule

Same Index using a BS-0 base of \$12,725.

3. Longevity

Add "up to a maximum of nine (9) years" to the end of the first sentence of the longevity paragraph on the "Salary Index".

MUA
5/16/83

CEW
5/12/83