STATE OF WISCONSIN BEFORE THE MEDIATOR/ARBITRATOR RECEIVED

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WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Mediation/Arbitration Between

BELLEVILLE EDUCATION ASSOCIATION

and

BELLEVILLE SCHOOL DISTRICT

Case 5 No. 33746 Med/Arb-2918 Decision No. 22149-A

Sharon Imes Mediator/Arbitrator

APPEARANCES:

Mallory K. Keener, Executive Director, Capital Area UniServ South, appearing on behalf of the Belleville Education Association.

David R. Friedman, Attorney at Law, appearing on behalf of the Belleville School District.

ARBITRATION HEARING BACKGROUND AND JURISDICTION:

On December 26, 1984, 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 Belleville Education Association, hereinafter referred to as the Association, and the Belleville School District, hereinafter referred to as the District or the Employer. Pursuant to statutory requirement, mediation proceedings were conducted between the parties on March 25, 1985. Mediation failed to resolve the impasse and the parties agreed to proceed to arbitration on April 15, 1985. At that time the parties were given full opportunity to present relevant evidence and make oral argument. Post hearing briefs and reply briefs were filed with the arbitrator, the last of which was received on June 19, 1985.

THE FINAL OFFERS:

The remaining issues at impasse between the parties concern appropriate increment for advancement on the salary schedule for part-time employees; additional pro-rata pay for part time employees who work hours in addition to the school day specified by their individual employment contract; reduction in hours; salary and sick leave. The final offers of the parties are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

Since no voluntary impasse procedure was agreed upon between the parties regarding the above impasse, the undersigned, under the Municipal Employment Relations Act, is required to choose the entire time, other of one of the parties on all unresolved issues after having given consideration to the criteria identified in Section 111.70(4)(cm)7, Wis. Stats.

POSITIONS OF THE PARTIES:

At the time of hearing, the parties stipulated the State Line League Athletic Conference was the appropriate set of comparables in this matter. The Association does posit, however, that in considering the conference as the comparables, it should be recognized that Barneveld has consistently lagged behind all the other conference districts historically and that this history must be factored into the comparisons.

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In regard to the merits of the dispute, the Association states it will rely primarily upon statutory criteria c., d., f., and h as support for its final offer. Continuing there are four issues in dispute between the parties, the Association argues, first, that its offer is more reasonable as it relates to experience increments for part-time employees since it is not only more equitable and consistent in its treatment of all bargaining unit employees but because it is also more in keeping with the practice of other districts within the conference. Explaining that the District not only pro-rates the amount of salary for part-time employees (over 12% of the bargaining unit) but also pro-rates their placement on the salary schedule, the Association contends the practice creates an economic injustice which compounds the loss of wages for parttime employees as compared to increases given to full-time employees who work the same number of years.

In addition to wage loss, the Association maintains the parttime employees suffer other losses. Stating that full-time employees already take longer than any other teacher among the comparables to reach maximums, the Association concludes the District's practice for part-time employees results in their taking an increasingly longer time to reach the maximum salaries, if they ever do reach the maximum. It also posits that part-time teachers, in addition to losing wages, lose benefits based upon gross wages such as social security, Wisconsin Retirement System contributions; long term disability insurance and life insurance coverage and adds they must pay a larger share of the premiums for health and dental care since their premium is also pro-rated. The Association concludes the District discriminates against the part-time teacher by engaging in a practice which results in an entire class of employees being treated differently and adds the practice has a "deteriorating effect on the negotiated increase in wages..." for them. The Association states, furthermore, that it has tried repeatedly to correct the inequity, both through negotiations and through grieving for relief but has met with no success.

Finally, the Association maintains language comparable to that which it proposes may not exist in other contracts among the comparables because the inequitable practice does not exist in those districts. In support of this position, it cites testimony given in the hearing by a BEA negotiator.

The Association also proposes that part-time employees be paid for inservice work at a rate equivalent to that paid colleagues who perform the same duties. Pointing out that the District does not already pay part-time employees for this work, the Association concludes its offer regarding pay for inservice work is more consistent with traditional wage practices.

Observing contract language on optional voluntary full layoff may be unusual among the conference districts, the Association asserts that, nonetheless, there is need for this language in its contract. Declaring the District has engaged in a practice of reducing hours of certain employees in a manner which has circumvented job security measures in the collective bargaining agreement, the Association posits the District has jeopardized the health and stability of the labor-management relationship within the District. Rejecting the District's argument that it may grieve for relief in those situations where it believes the contract provisions have been circumvented, the Association asserts the reduction in staff ion in the collective bargaining agreement provided from discretionary power to the District for the purposes of layoff and maintains that since the District controls the numbers and information used to justify layoff decisions, it is extremely difficult to reveal the District's motives and/or refute their layoff rationale within the grievance procedure.

As to salary, the Association delcares that since the District is able to pay the cost of either final offer, several factors support the Association offer. Among those factors is rank and position, the need to change the lane differentials in order to keep pace among the comparables, the decline in salary ranking in statewide comparisons and the mandates of state and national reports on teachers salaries.

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Relative to the comaprables benchmark comparisons, the Association, citing actual dollar increases bargained cell for cell at the benchmarks, concludes its o fer is slightly over the average established by the settled comparables both in dollar and percent. It counters, however, that the District's offer is below the average and the cumulative amount by which it falls short is significant.

The Association continues that when the offers are examined in detail, it is clear its offer more closely aligns with the settlements among the comparables. Emphasizing its offer is structured to put more dollars in the schedule for teachers who have earned advanced credits, the Association concludes its offer is more advantageous since more of the unit's teachers are distributed across the schedule.

Again, using the five settled districts in the conference, the Association posits its offer is also more reasonable when rank is considered. It adds that since the rankings in evidence will not get any higher when the remaining district disputes are resolved and may, in fact, be lowered, merit may be given to the evidence submitted. Professing that its goal is to relinquish standing in rank on the BA lane in order to gain position in the Masters lanes where it believes it has lagged behind among the comparables because of lane differentials, the Association asserts the rankings under its offer accomplishes this goal.

The Association notes that it has historically ranked high at the Masters and Schedule Maximums but concludes this is the result of the schedule having more steps in these top lanes rather than the result of comparable lane differentials. It continues, that because of the additional steps, any effort to improve the Masters lane will result in a higher rank at the MA Maximum and Schedule Maximum positions.

Referring to the lane increments, the Association states the increments within the District have not changed in several years and that under the District's offer they would remain the lowest in the conference. In addition, the Association argues the inequity in lane differentials must be addressed since the cost of acquiring additional credits is rising each year and there is pressure for teachers to attain advanced degrees and/or keep current in their profession. In conclusion, then, the Association declares it must make an offer which modestly increases the increments toward the conference average and maintains that, even with its offer, the lane differentials will fall short of the 1984-85 conference average by approximately \$50.00.

Comparing the District to the state-wide averages, the Association posits its offer does more to stop the deterioration of salaries which has been occurring within the District. It then continues that the comparison shows the most severe deterioration has occurred at the MA Maximum which is further support for its proposal since the schedule is structured to accommodate this concern.

Finally, citing several reports on education, including the National Commission on Excellence in Education report, the Rand Corporation report, and Wisconsin's study done by the State Superintendent's Task Force on teachers and teacher education, the Association avers each study calls for improved pay for teachers in addition to other recommendations. It continues that while not all of the problems identified in the reports can include by even several arbitration awards, progress must be made and urges this factor weigh in favor of the Association's offer.

In regard to the sick leave issue, the Association charges that not one of the comparable districts proposes or has a provision such as the one proposed by the District, thus, on the basis of comparability, the District's proposal lacks merit. In addition, it states the District has produced no evidence to support a need for change in the sick leave provision. Arguing the District's proposal is entirely without foundation, the Association states it "is unreasonable, is not comparable and would penalize the entire

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bargaining unit for the alleged infractions of one or two of its members." It concludes the proposal should be rejected on this basis.

The District counters that its proposal on sick leave, while without comparables to support it, is justified since it will discourage people from abusing sick leave. Suggesting that the first day of sick leave without pay is like the deductible on an insurance policy and stating that it still provides substantial sick leave benefits for those who are truly ill, the District contends the language change would have little impact upon the employee either financially or otherwise. It continues that since it is more generous than other districts in the number of days it allows teachers to accumulate, it has the right to expect the usage requirements be stricter than those of the other schools.

In regard to pay for its part-time teachers, the District asserts it has been at least a 10 year practice to not only pay parttime employees on a pro-rated basis but to advance them on the schedule in a pro-rated manner as well. Further, it posits the Association has not met the standard for demonstrating the need for a change in this practice. Concluding the BEA negotiator's testimony was not credible; that the filing of a grievance, in itself, is not sufficient information upon which to make a judgment and that despite the Association's claim, no prohibited practice complaint has been filed, the District declares there is no cause for change demonstrated. Further, it sets aside the Association's argument pertaining to pay for part-time teachers attending inservice stating the Association is engaging in pure speculation and has provided no evidence to support its position.

The District also rejects the Association's arguments regarding the need for a voluntary layoff provision in the collective bargaining agreement, stating the Association needs "to present more than pure speculation as a basis for alleging a wrong done to its members" in order to be persuasive. Raising further objection to the proposal, the District suggests implementation of the langauge would result in confusion and problems in administration of the contract and would "no doubt engender future litigation." Declaring this process does not allow the mediator/arbitrator to interpret either party's proposals, the District concludes the language is flawed by lack of knowledge as to how it would be implemented and therefore should be rejected. Finally, adding there are no comparables to support the Association's position, the District concludes the Association's proposal should be denied.

With respect to salary, the District states there are five factors which justify its proposal: the economy in general, the Consumer Price Index, the benchmark analyses, the historical rankings and the employee placement on the schedule. Maintaining that its proposal is more reasonable in light of the general economic conditions and compared to the CPI, that its offer is closer to the average of the median and mean figures at the benchmark positions, that the historical rankings at the benchmarks support its position, and that one-third of the staff would be compensated in a better manner under its offer than they would under the Association's offer, the District concludes that its offer in regard to salary must prevail.

In its reply brief, the Association counters the District's arguments relative to the layoff providing and comment on how the language would be implemented.

DISCUSSION:

Although the parties stipulated the State Line League Athletic Conference is the appropriate set of comparables in the instant matter, several districts within the conference were excluded, specifically, when benchmark analyses were done. Among the districts omitted were Argyle, Pecatonica and Black Hawk. Argyle and Pecatonica were excluded since they were also in interest arbitration and no decision had yet been reached. Black Hawk was removed from the comparisons because there were differences in the parties' data regarding the pay at the masters lanes and the salary schedule provided did not give enough information to determine the actual benchmarks. Consequently, the districts used for comparison purposes were Albany, Barneveld, Juda, Monticello and New Glarus. Since a historical comparison was made in all analyses, Barneveld's relationship to the other conference districts remains constant. Based upon these comparisons, as well as other considerations, it is determined the final offer of the District should be implemented.

In determining which final offer should be implemented, consideration was given to the four issues which separate the parties. In regard to these issues, it was decided the District's position prevailed on those regarding the part-time employees, voluntary layoff and, with reservation, on the salary offer. The Association prevails on the sick leave issue.

In regard to the issues involving part-time employees in the bargaining unit, it was determined that since the changes sought by the Association were changes in the status quo, the burden to demonstrate the need for change fell to the Association. On the merits, one might conclude the change sought by the Association is more equitable since it seems hard to justify pro-rata placement on the salary schedule for teachers who have the same experience and education as their full-time counterparts just because they work part-time and hard to justify not paying part-time teachers for required inservice days. However, the Association failed to demonstrate the District's practice was a change in practice or that its situation is different than that among the comparables. Al-though there was testimony to the effect that the District pays its part-time employees in a different manner than other districts, the testimony was clearly hearsay and unsubstantiated by more credible evidence. While the arbitration process is not meant to be as formal as a court hearing and hearsay is frequently allowed in this process, it should not be the determining factor on the merits of an issue. Thus, without demonstration that other districts among the comparables do pay their part-time staff in a manner different than that which has been the practice of this District, it is concluded the District's position prevails.

On voluntary layoff, the Association asserted the District is circumventing the intent of the collective bargaining agreement by using the reduction in hours clause as a means of ridding itself of employees it no longer wishes to employ. Testifying that in at least two situations, the District, after reducing the hours of an employee to the extent that that employee went elsewhere for employment, chose to hire a new employee for the same position at full-time shortly after the previous employee left, the

at full-time shortly after the previous employee left, the Association charges that to avoid this type of behavior there is need for its proposal. While the situation described by the Association is certainly suspect, the evidence submitted as proof that the District is intentionally abusing its powers is not sufficient to draw a conclusion that its behavior dictates a change in language through the arbitration process. Just as it is difficult to prove in the grievance process that the District had ulterior motives for reducing the hours of certain employees, more than mere assertion that "this is the District's motives" and reference to two employees is needed in interest arbitration to justify a change in the status quo. Consequently, the District prevails on this issue.

The Association, on the other inclusion, prevails on the sick leave issue. The District failed to demonstrate a need for a change in the language and there are absolutely no comparables which support contract language which allows the District to not pay for the first day of sick leave granted. Despite arguments advanced by the District in support of its proposal, there is nothing either in the arguments or the evidence which lends reasonableness to the District's proposal on this matter.

The remaining issue, then, which becomes the determinative issue, is the salary increase. Based upon the benchmark comparisons, it is concluded the District's offer prevails, although that conclusion is reached with some reservation since it appears implementation of the District's offer will clearly put the District in a "catch-up" position in forthcoming negotiations. The purpose of arbitration should not be to create more dissention between the parties, however, when the choice is between the District's offer which creates a need for "catch-up" throughout the schedule and the Association's offer which creates a need for "catch-up" in the bachelors' lanes while granting higher than justified increases in the masters' lanes, it is concluded the more reasonable offer is that which allows for increases more in keeping with those provided among the comparables and does not significantly change the schedule distribution without mutual agreement of the parties.

Comparison of the BA, BA/Step 7, BA Maximum, MA, MA/Step 10, MA Maximum and the Schedule Maximum benchmarks indicates the District's offer, while resulting in a deterioration in its position relative to the average, results in less of a deterioration than the Association's offer at all of the BA benchmarks and more closely approximates the position held by it in the MA benchmarks. As can be seen from the graph on page 7, at the BA benchmarks, both offers result in a decrease in dollars and percentage compared to the average over the position previously held and also result in a decrease in rank, except at the BA Maximum position. The Association's offer, however, causes a greater deterioration in this position than does the District's. At the MA benchmarks, the Association's offer, possibly meritorious at the MA and MA/Step 10 benchmarks since those positions lag behind the comparables and are unusual given the rank the District has maintained in the past at the other benchmarks, results in an increase at the MA Maximum and Schedule Maximum benchmarks which cannot be supported by the comparables or its argument that such increases are necessary in order to improve the MA and MA/Step 10 benchmarks.

The Association argues its offer is reasonable and necessary even though it increases the MA Maximum and Schedule Maximum benchmarks significantly because the size of the differentials within the District's schedule are not as large as those within other districts and, thus, employees in the masters lanes are paid less than those comparable to them. Further, it argues the only reason this District ranks number 1 at the maximums is because the schedule has more steps than the other districts' schedules among the comparables. While the Association is correct that its bargaining unit members lag behind the comparables in the MA and MA/Step 10 benchmarks, the historical analysis of these positions shows these positions have consistently lagged behind the comparables and that in the last year, at least, there was some improvement. That, in itself, however, does not justify significant deterioration in the bachelors lanes and significant improvement in the maximums in order to correct the problem.

In regard to the Association's argument concerning the maximums, a review of the schedules does indicate this District has the greatest number of steps on its schedule and that it takes a teacher 16 years to reach both the MA Maximum and Schedule Maximum rates. However, the historical review of the schedules also indicates the comparable districts have moved more toward increasing the number of steps rather than decreasing them. Further, when an analysis is made of the rate of pay at the MA/Step 13 position, the lowest MA Maximum position, available in four of the districts among the comparables, it is concluded that while the rate at the MA Maximum for these districts is higher than the MA/Step 13 position in the Belleville schedule, over the four four of takes a Belleville teacher to reach the maximum, the teacher is actually paid more than the teachers in the other districts in all but New Glarus and Monticello. Thus, some of the difference in increment is made up through the addition of steps on the schedule. (See page 8.)

The analysis at the Schedule Maximum benchmark results in a slightly different picture than that which occurs at the MA Maximum. When the same comparison is made as was made above, it is concluded that a teacher in Belleville would be paid less than the teacher in those districts which reach Schedule Maximum at Step 13 during the same four years, except for Pecatonica, unless the Association prevails in its final offer there. In this districts, however, it is noted that at least two

HISTORICAL COMPARISON OF DISTRICT <u>RELATIVE TO AVERAGE ESTABLISHED BY COMPARABLES</u>

	BA					BA/Step 7				BA MAXIMIM					
	<u>80-81</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>84-85</u>	80-81	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>84-85</u>	<u>80-81</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>84–85</u>
AVERACE	10,979	11,904	12,296	12,820	13,504	13,532	14,642	15,066	15,705	16,524	14,865	16,139	16,701	17,407	18,697
DIFFERENCE	21	- 104	129	1.80	156D 96A	108	- 10	341	415	414D 340A	975	853	1,191	1,313	973D 887A
PERCENTAGE	. 2%	9%	1.0%	1.4%	1.2%D .7%A	.8%	07%	2.3%	2.6%	2.5%D 2.1%A	6.6%	5.3%	7,1%	7.5%	5.2%D 4.7%A
RANK	3-7	7	2	1-4	5/5-6	3-5	7	1	1-4	4/5	2	3	2	3	3/3

	MA					MA/Step 10				MA MAXIMIM					
	<u>80-81</u>	<u>81-8</u>	<u>82-83</u>	<u>83-84</u>	<u>84-85</u>	<u>80-81</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>84-85</u>	<u>80-81</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>84-85</u>
AVERAGE	12,256	13,32	13,819	14,407	15,227	16,220	17,609	18,319	19,100	20,166	17,647	19,156	20,127	20,981	22,216
DIFFERENCE	- 456	- 7 <u>.</u> 2	- 594	- 407	- 567D - 127A	- 172	- 473	- 332	- 60	- 228D 370A	526	626	1,033	1,419	1,240D 1,944A
PERCENTAGE	- 3.7%	- 5.3%	- 4.3%	- 2.8%	- 3.7%D 8%A	- 1.1%	- 2.7%	- 1.8%	3%	- 1.1%D 1.8%A	3.0%	3.3%	5.1%	6.8%	5.6%D 8.8%A
RANK	8	8	8	7	6-7/5	7	7	7	6	6/4	1	1	1	1	1/1

	SCHEDULE MAXIMUM									
	<u>80-81</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>84-85</u>					
AVERACE	17,984	19,569	20,582	21,533	22,869					
DIFFERENCE.	496	527	898	1,187	907D 1,771A					
PERCENTAGE	2,8%	2.7%	4.4%	5,5%	4.0%D 7.7%A					
RANK	1	2	1	1	1/1					

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*Comparables used to establish averages: Albany, Barneveld, Juda, Monticello, New Glarus. When rank was established, it took into consideration whether the District or the Association prevailed in the yet unsettled districts.

	84-85 Rate MA/Step 13	Pay Over Four Years	Steps 13-16 District's Offer	Difference	Steps 13-16 Association's Offer	Difference
Albany	22,570	90,280	90,306	26	93,016	2,736
Juda	22,331	89,324	90,306	982	93,016	3,692
Monticello	22,607	92,261*	90,306	-1,955	93,016	755
New Glarus	23,403	93,612	90,306	-3,306	93,016	- 596
Pecatonica	22,377/22,€ 25	89,508/90,500	90,306	798/-194	93,016	3,508/2,516

COMPARISON OF RATES WHICH EXCEED RATES OFFERED IN BELLEVILLE AT MA/STEP 13

	Credits	84-85 Rate Step 13 Schedule Maximum	Pay Over Four Years	Steps 13-16 District's Offer	Difference	Steps 13-16 Association's Offer	Difference
Albany	12	23,088	92,352	91,538	- 814	94,864	2,512
Juda	6	23,153	92,612	91,538	-1,074	94,864	2,252
Monticello	15	23,674**	94,073 [*]	91,538	-2,535	94,864	791
New Glarus	6	24,013	96,052	91,538	-4,514	94,864	-1,188
Pecatonica	12	22,782/23,034	91,128/92,136	91,538	410/-598	94,864	3,376/2,278

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*Rate is calculated taking into account that there is a Step 13 and 14 in Monticello. **Schedule Maximum is at Step 14.

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of them require 12 credits and one requires 15 credits to move beyond the Masters lane compared to the 6 credits beyond the Masters required in Belleville. Since it is slightly more expensive for the teacher to reach this level of compensation and it conceivably takes at least a year or more longer to reach beyond the Masters lane in those districts, some of the difference in differential is offset by the need for additional credits in order to move. Further, since the pay is both for experience and education, there is some justification in these salaries differing at the Maximum.

While the Association has argued that consideration to state averages and state and national reports should also be considered in determining the reasonableness of the offers, it is believed that these public policy issues should more appropriately be bargained between the parties or accomplished through other governmental policy making decisions.

In conclusion, then, having reviewed the evidence and argument of the parties and after applying the statutory criteria, it is concluded the District's offer is more reasonable in regard to the part-time employee issues; the voluntary layoff issue and the salary increase. The Association's position is more reasonable in regard to the sick leave provision. Having reached these conclusions, the undersigned issues the following

AWARD

The final offer of the District, along with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor collective bargaining agreement which remained unchanged during the course of bargaining, are to be incorparated into 1984-85 collective bargaining agreement as required by statute.

Dated this 13th day of September 1985 at La Crosse, Wisconsin.

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Sharon K. Imes Mediator/Arbitrator

SKI:mls

APPENDIX "A" (Belleville School District Case 5 No. 33746 MED/ARB- 2918 Name of Case:

The following, or the attachment hereto, constitutes our final offer for the purposes of municipal interest arbitration pursuant to Section 111.77 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.

11/6/84 (Date)

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On Behalf of: Kelleville School Hertic

APPENDIX II

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- 1. Salary schedule is attached as separate sheet.
- 2. Change health insurance premiums to "\$69.74 for a single plan" and "\$181.14 for a family plan."
- 3. Change dental insurance premiums to "\$282.00 per year for a family dental plan" and "\$105-48 for a single dental plan." 496.45

- 4. Change STRS dates to "1984-85."
- 5. Change option plan dates to "1985-86."
- 6. No other changes in Appendix II.

BELLEVILLE SCHOOL DISTRICT

BOARD FINAL OFFER

November 6, 1984

- 1. All tentative agreements.
- 2. All provisions of the 1983-84 Agreement not modified by tentative agreements or Board proposals will remain unchanged in a successor agreement.
- 3. Board proposals are attached.
- 4. Salary besi 13,660

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David R. Friedman On Behalf of Belleville School District ARTICLE V - ABSENCES Section 1. Personal Illness

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Replace existing paragraphs A and B with the following:

- A. Ten (10) days of sick leave shall be granted each year for personal illness. The first above days in any school year shall be without pay. Unused days will be cumulative to a total of one hundred twenty (120) days.
- B. Beginning teachers in the system will accumulate sick leave at the rate of five (5) days per semester completed during the first year of teaching in the system and such be accumulative to a total of ten (10) days. The first three days shall be without pay. 51

District	: belleville	Schedule:	Schedule: b14501				
Step	BA	BA + 6	BA + 12	BA + 24	BA + 30	MA	MA + 6
0	13660	13860	14060	14260	1 4 4 6 0	14660	14860
· · · ·	14206	14414	14622	14830	15038	15246	15454
i . 2'	14753	14969	15185	15401	15617	15833	16049
	15299	15523	15747	15971	16195	16419	16643
3 · 4 · 5 ·	15846	16078	16310	16542	16774	17006	17238
	16392	16632	16872	17112	17352	17592	17832
16	16938	17186	17434	17682	17930	18178	18426
7	17485	17741	17997	18253	18509	18765	19021
8	18031	18295	18559	18823	19087	19351	19615
ı', 9 ''	18578	18850	19122	19394	19666	19938	20210
10	19124	19404	19684	19964	20244	20524	20804
្រើរ	19670	19958	20246	20534	20822	21110	21398
11			20809	21105	21401	21697	21993
113		,		21675	21979	22283	22587
14					22558	22870	23182
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(APPENDIX "B" Belleville School District Name of Case: Case 5 No. 33746 MED/ARB-2918

The following, or the attachment hereto, constitutes our final offer for the purposes of municipal interest arbitration pursuant to Section 111.77 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.

11/6/84 (Date)

(Representative)

On Behalf of:

Belleville Education Association

BELLEVILLE SCHOOL DISTRICT CASE V No. 33746 MED/ARB-2918

FINAL OFFER OF BELLEVILLE EDUCATION ASSOCIATION

Pursuant to 111.70 (4) (cm), Wis. Stats., the attached represent the proposals for contract language and economic provisions submitted to the Investigating Officer of the Wisconsin Employment Relations Commission as the final offer of the Belleville Education Association. The stipulations of the parties, the proposals of the final offer, and the unchanged portion of the 1983-84 Collective Bargaining Agreement will constitute the 1984-86 Collective Bargaining Agreement between the Belleville Education Association and the Board of Education, Belleville School District. In addition, all terms and conditions of the successor Agreement shall be fully retroactive. Dates and amounts in the Collective Bargaining Agreement.

Representing the Association 1984 her oun

Date

BEA FINAL OFFER

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DATE: 11/6/84

ARTICLE VII

PERSONAL COMPENSATION

Section 5: (amend as follows:)

Experience increments shall be credited effective as of the September pay period. All teachers, full-time and part-time, who were employed for the previous full school year shall advance one full step on the salary schedule.

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DATE: _____1/6/84

ARTICLE VII

PERSONAL COMPENSATION

New Section 9 as follows:

Section 9: Part-time teachers who are required to attend inservice meetings beyond their regular working day (for which full-time teachers are receiving regular pay) shall be paid their pro-rated hourly salary for the aforesaid inservice meetings.

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DATE: 11/6/84

ARTICLE XVI

REDUCTION IN STAFF

New Section 4., C. as follows:

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- 7. <u>.</u>.

C. Any teacher who is selected for a reduction in hours (partial layoff) under this Article, and who is not eligible to retain a position with hours and compensation substantially equivalent to the hours and compensation the teacher presently holds, may choose to be fully laid off, without loss of any rights and benefits as set forth in this Article.

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BEA FINAL OFFER

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BEA FINAL OFFER

DATE: _____1/10/84-____

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APPENDIX II

Change the dollar amounts of health insurance premiums and dental insurance premiums to maintain Board payment of the full dollar amounts of said. premiums. The current rates are provided below. The remaining language is not changed.

- 1. \$ 69.74 for a single plan. \$181.14 for a family plan.
- \$282.00 per year for a family dental plan.
 \$90.48 for a single dental plan.

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	3.0	15232	15568	15904	16240	16576	16912	17248	
	4.0	15776	16124	16472	16820	17168	17516	17864	
		23170	10244	101/2	10020	1/100	17,510	1/004	
	5.0	16320	16680	17040	17400	17760	18120	18480	
-	6.0	16864	17236	17608	17980	18352	18724	19096	•
	7.0	17408	17792	18176	18560	18944	19328	19712	
	8.0	17952	18348	18744	19140	19536	19932	20328	
	9.0	18496	18904	19312	19720	20128	20536	20944	
	10.0	19040	19460	19880	20300	20720	21140	21560	
	11.0	19584	20016	20448	20880	21312	21744	22176	
	12.0			21016	21460	21904	22348	22792	
	13.0				22040	_ 22496	22952	23408	
	14.0					23088	23556	24024	
	15.0					25000	24160	24640	
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