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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

BEFORE THE MEDIATOR/ARBITRATOR

In the Matter of the Stipulation of MANITOWOC SCHOOL DISTRICT and MANITOWOC EDUCATION ASSOCIATION To Initiate Mediation-Arbitration Between Said Parties	Case 29 No. 35194 Med/Arb 3335 Decision No. 22915-A

APPEARANCES: Nash, Spindler, Dean & Grimstad, Attorneys at Law, by JOHN M. SPINDLER, appearing on behalf of the District.

RICHARD TERRY, Executive Director, Kettle Maraine UniServ Council, appearing on behalf of the Association.

ARBITRATION AWARD

Manitowoc School District, hereinafter referred to as the District or Employer, and Manitowoc Education Association, hereinafter referred to as the Association, were unable to voluntarily resolve a number of issues in dispute in their negotiations over the provisions to be included in a new 1985-1986 Collective Bargaining Agreement to replace their 1983-1985 Collective Bargaining Agreement, which expired on June 30, 1985. Prior to the expiration of that agreement, on June 18, 1985, the parties filed a Stipulation with the Wisconsin Employment Relations Commission (WERC) for the purpose of initiating mediation/arbitration pursuant to the provisions of Section 111.70(4)(cm) 6. of the Wisconsin Statutes. The WERC investigated the dispute and, upon determination that there was an impasse which could not be resolved through mediation, certified the matter to mediation/arbitration by Order dated September 13, 1985. The parties selected the undersigned from a panel of mediator/arbitrators submitted to them by the WERC and the WERC issued an Order, dated October 14, 1985, appointing the undersigned as mediator/arbitrator. A meeting was scheduled for January 30, 1986 for the purpose of endeavoring to mediate the dispute and, in the event mediation did not resolve the dispute, to hold an arbitration hearing in the matter. At the outset of the meeting the parties stated their positions to the mediator/arbitrator and agreed that further mediation would not resolve the dispute, indicated that they did not wish to withdraw their final offers and agreed that the matter should be submitted to an arbitration hearing without further delay. Post-hearing briefs were filed and received by February 18, 1986. Full consideration has been given to the evidence and arguments presented in rendering the award herein.

ISSUES IN DISPUTE

A review of the final offers of the parties reflects that there are approximately seven areas of dispute. The parties disagree as to the basic salaries for 1985-1986, including the question of whether there should be a formal salary schedule; whether certain changes should be made in the insurance program relating to additional coverage and limitations on the Employer's

right to change carriers; the salary to be paid teachers returning from leaves of absence; the wording of the time limitation on recalls from layoff; the wording of the provision spelling out the rights of part-time teachers; the wording of the provision dealing with the various contractual rights of teachers hired after the start of the school year; and the question of whether the 1986-1987 calendar should be established under the terms of the 1985-1986 agreement. Because of the relatively large number of issues, they will be described separately, in connection with the positions of the parties, and discussed separately. Because both parties recognize that the salary issue, including the question of whether there should be a salary schedule, is the most significant issue in this proceeding, the issues will be discussed in reverse order and that issue shall be discussed last.

1986-1987 CALENDAR

As part of its final offer, the District has proposed to establish the school calendar for the 1986-1987 school year. On its face, there is nothing unusual about the calendar proposed. It is apparently similar to previous school calendars and the Association raises no specific objection to its contents. The Association does object to the establishment of a school calendar for the year following the year of the agreement in which the calendar is to be contained.

District's Position on Calendar

In support of its school calendar proposal, the District introduced into evidence a number of exhibits consisting of calendars agreed to in previous Collective Bargaining Agreements, going back to January 1, 1975. In general, that evidence demonstrates that, during those years when the Collective Bargaining Agreement was based upon a normal calendar year or years, the parties routinely agreed to a school calendar which covered the balance of the school year during which the agreement expired. Thus, in the case of the Collective Bargaining Agreement which expired on December 31, 1975, the agreement contained a calendar which continued through the balance of the 1975-1976 school year.

In addition, the Collective Bargaining Agreement which expired on June 30, 1985 contained a calendar for the 1985-1986 school year. In effect, the school calendar for the year to be covered by the agreement here in dispute has already been established through prior negotiations.

The Board argues that its proposal is consistent with the parties' past practice, whereby they have agreed to negotiate school calendars extending beyond the term of the Collective Bargaining Agreement for a period of approximately ten years. The District points out that some school district employees plan their time well in advance and the establishment of a school calendar for the following year in current negotiations will avoid leaving these people in a quandary as to what the calendar will be as a result of negotiations or arbitration. The current situation constitutes a good example of this problem, according to the District. Thus, if the expired contract did not contain a 1985-1986 calendar, there would be uncertainty as to the calendar for this year.

According to the District, the Association's claim that it will be precluded from bargaining with regard to the calendar

if the District's offer is selected, is "patently ridiculous." Any part of the District's final offer was bargainable and the failure of a party to consider a proposal until such time as it it "etched in stone" as part of a final offer does not deprive that party of the opportunity to bargain. It would be equally absurd for the District to contend that it had no opportunity to bargain the Association's proposed step increases, contained in its final offer, according to the District.

Association's Position on Calendar

According to the Association, the Employer's proposal to include a school calendar for the 1986-1987 school year is not justified because it is flawed in several ways. The Association admits that there is a "modicum of accuracy" to the Employer's claim that the parties have "traditionally" included calendars in their agreements which extend beyond the term of the agreements in question. However, the Association points out that prior to the 1983-1985 agreement, all Collective Bargaining Agreements were on a calendar year basis. Under those circumstances it was logical to agree to a school calendar which extended beyond the term of the agreement, since it is unlikely that the parties would have been able to negotiate a calendar for the balance of the school year prior to the conclusion of the Collective Bargaining Agreement on December 31. The Association also notes that the one Collective Bargaining Agreement which contained a school year calendar falling totally outside of the term of the agreement was the 1983-1985 Collective Bargaining Agreement, which was also the first agreement negotiated on a calendar year basis. According to the Association, that agreement constituted an effort to "provide stability to the community" in making the transition to a calendar year agreement.

It is the Association's position that the District's proposal "radically changes the relationship" between the parties by imposing a calendar which extends beyond the termination date of the agreement, even though the Employer has failed to prove a need for doing so. It argues that the Employer could never have secured such a proposal in bargaining and asks the undersigned to reject it as "unconventional and unorthodox." There are two grounds for doing so, in its view. No reason has been advanced to bargain a calendar beyond the scope of the current agreement and the Employer's right to unilaterally implement a "status quo" calendar has not been challenged.

The Association acknowledges that the parties have not had strong differences of opinion on the calendar, but contends that differences have nevertheless existed in the past. When both parties proposed a two-year calendar as part of the agreement covering 1983-1985, they were able to work those differences out and reached a voluntary settlement. Bargaining in these negotiations are markedly different, according to the Association, because a decision will be issued prior to the conclusion of the school year, giving the parties sufficient time to bargain a calendar for the 1986-1987 school year.

For these reasons, and because the comparables do not support the Employer's proposal, which runs contrary to the "norm" by exceeding the scope of the duration clause of the agreement, the Association asks that the Employer's calendar proposal be found unjustified.

Discussion of Calendar

In the view of the undersigned, both parties make certain valid points in relation to this issue. Thus, the District is correct when it alleges that its proposal is supported by the past practice of the parties of negotiating calendars extending beyond the duration of the agreement. While that practice may have found its origin in the practice of negotiating calendar year agreements, the agreement reached for the period between January 1, 1983 and June 30, 1985, also contained an agreement for the following school year, falling totally outside the term of the agreement. The District is also correct when it points out that the school calendar affects all District employees and that the absence of an established calendar can create great uncertainty when negotiations carry on well past the expiration of the agreement, as they did in this case. Finally, the District is correct when it points out that its proposal did not deprive the Association of the right to bargain concerning the calendar, since it was free to make its own proposal in that regard.

On the other hand, the Association is correct when it points out that there is no comparability data to support the Employer's proposal. Further, the proposal is somewhat "unconventional and unorthodox" in that it relates to a period of time falling wholly outside the duration of the agreement.

Giving appropriate weight to these valid points and certain other facts peculiar to the dispute in this case, the undersigned finds that the Employer has justified its proposal to include a 1986-1987 school year calendar as part of the agreement. Even though that proposal is somewhat unique, it is supported by past practice in this District; the Association has failed to identify any aspect of the proposal which is unusual or unreasonable; the Association could have, but failed to, offer a counter proposal which protected its right to negotiate changes in the calendar, if changed circumstances required such bargaining; and the inclusion of an established calendar for the following school year will afford all affected persons an opportunity to plan their affairs accordingly, while the Association is free to bargain for compensation for the work to be pefformed under the established calendar.

LATE HIRES AND REPLACEMENT TEACHERS

Under the terms of the agreement which expired on June 30, 1985, part-time teachers and "teachers under letter agreements" were entitled to receive all of the benefits of the agreement except the provision relating to renewal or non-renewal. This agreement was reflected in part II, 7, B of the agreement. The agreement also had attached, a letter of understanding referred to in that provision, which reflected agreement on the District's existing practice of issuing "letter agreements" to teachers hired after the fall orientation program. Those provisions read as follows:

PART II - PROCEDURES

. . .

"7. INDIVIDUAL CONTRACTS

. . .

"B. Part-timers and teachers under letter agreements shall have all the benefits of this Agreement except the provision relating to renewal or non-renewal. Letter of Understanding is attached.

LETTER OF UNDERSTANDING

"It is understood that the Board will continue its practice for the life of the collective bargaining agreement of placing teachers hired after the Fall orientation program on letter agreement subject to non-renewal on the basis they are temporary hires."

As part of its final offer, the District proposes to modify part II, 7 to reflect, inter alia, the agreement embodied in the letter of understanding, i.e. that teachers hired after the fall orientation program will be given "letter agreements" and will be subject to non-renewal on the basis that they are temporary hires. However, the provision, as worded, goes on to state that such employees (and teachers hired to replace teachers who are on a leave of absence) "shall have all of the benefits of this agreement except the provisions relating to renewal and layoff." Based upon the Association's stated objections to this proposal, it is the Association's position that it denies employees hired after the fall orientation program and teachers hired to replace teachers who were on a leave of absence, coverage under the layoff provisions of the agreement. According to the Association, this proposal constitutes a change in the terms of the agreement which should not be included. It is the District's position that its proposal in this regard merely clarifies the intent of existing language.

District's Postion on Late Hires and Replacement Teachers

At the hearing, the District introduced into evidence a copy of an unresolved grievance involving an employee who had accepted part-time employment and later filed a grievance when another employee, who allegedly had less seniority, was offered a full-time contract over the summer. According to the District, the dispute arising out of that grievance demonstrated that there was a lack of clarity in the provisions of the agreement in a number of areas and it was for that reason that the District proposed changes in part II, 7 and elsewhere in the layoff provisions. Specifically, in the case of this aspect of its proposal, the District alleges that its intention and effect is to clarify the existing agreement, including the letter of understanding.

Association's Position on Late Hires and Replacement Teachers

According to the Association, this proposal is one of three "far reaching and substantial changes in the status quo" included in the District's proposal. Citing arbitrators' opinions to that effect, the Association argues that it is incumbent upon the District to provide persuasive reasons for changing the status quo. According to the Association, it has failed to do so in this case. Specifically, with regard to this proposal, the Association notes that it relates to seniority rights in a lay off situation and argues that there is no justification for allowing teachers who are hired after the fall orientation program to be "stripped" of their seniority rights. According to the Association, the District could utilize this provision, in conjunction with the provision relating to part-time teachers, to force senior and highly paid teachers out of employment. In the Association's view, this proposed change should be considered in conjunction with the other proposed changes in language and when it is so considered the conclusion should be reached that the Employer is attempting to dramatically restructure the Collective Bargaining Agreement through arbitration.

Discussion of New Hires and Replacement Teachers

In the view of the undersigned, the Association's arguments greatly exaggerate the importance and consequences of the District's proposal on this issue. Nevertheless, the undersigned is inclined to agree with the Association, that the District has failed to meet its burden of proving the need for the change in language proposed.

Under the terms of the letter of understanding attached to the expired agreement, which willbe included in the successor agreement if the District's position is not sustained, teachers "hired after the fall orientation program" are given a "letter agreement" and are subject to non-renewal on the basis that they are temporary hires. Any replacement teachers hired after the fall orientation program would appear to be covered by this provision as well. Under paragraph B of part II, 7, such teachers do enjoy all of the "benefits of this agreement" except the provision related to renewal and non-renewal. Thus, arguably, they are covered by the layoff provisions of the agreement. However, such employees would have little seniority and would, by definition, have less seniority than any teacher on leave of absence that they replaced. Further, if such employees can be non-renewed without regard to the provisions of the agreement there is some question about their protection under the layoff provisions. It is not the function of the arbitrator in this proceeding to resolve those contract interpretation questions. It is sufficient to note that the burden is upon the District to establish the need to change the existing language of the agreement and the undersigned is satisfied that it has failed to do so in this case.

RIGHTS OF PART-TIME TEACHERS

Under the terms of the expired agreement part-time teachers were treated the same as teachers under letter agreements, i.e., under part II, 7 B they were entitled to "all the benefits of this agreement except the provision relating to renewal or non-renewal." As part of its final offer the District also proposes to reword that provision as follows:

> "B. 'Part-time teachers employed under letter agreement will be considered temporary employees and shall have all the benefits of this agreement except the provisions relating to renewal and non-renewal. This provision shall not apply to full-time teachers who became part-time teachers while on lay-off.'"

District's Position on Rights of Part-time Teachers

It is the District's position that this proposal constitutes "clean up language" and does not contain any substantive changes. According to the District, the first sentence of the reworded provision is merely a restatement of the first sentence of the old provision as it related to part-time employees. The second sentence merely clarifies what happens to full-time teachers who become part-time teachers while on layoff, according to the District. It states, in effect, that they retain all of the rights enjoyed by full-time employees under the agreement, including layoff and recall rights. The District also cites the existing grievance as evidence that such clarification of

rights is needed.

Association's Position on Rights of Part-time Teachers

It is the Association's position that the rights of part-time teachers will be adversely affected by the proposed change in wording, since they will be considered temporary employees for purposes of non-renewal and will not be protected by the just cause standard. Further, as is indicated above, the Association contends that this proposal will permit the District to strip senior employees of their rights by first reducing them to part-time status. The Association makes the same arguments with regard to this proposal as it made in connection with the District's proposal for late hires and replacement teachers and contends that it should be rejected as well.

Discussion of Rights of Part-time Teachers

A careful comparison of the wording of the District's proposal for part-time teachers and the wording of old paragraph B discloses that there is no apparent difference in its intended meaning and effect. The only apparent difference is one which accrues to the benefit of full-time teachers who become part-time teachers while on layoff. Those teachers might arguably lose the protection of the renewal and the non-renewal provisions of the agreement under the old wording, but clearly would not do so under the wording proposed by the District.

Contrary to the Association's argument, the proposed change in wording would not change the status quo by depriving part-time teachers of coverage under the just cause standard for non-renewal. On its face, the expired agreement already did so.

Even though the undersigned finds that this proposal does not disturb the status quo in a way which adversely affects the rights of part-time teachers, it would be inappropriate to include the provision in the agreement as worded (if the undersigned had the authority to do so) because it would displace the language dealing with the status quo for teachers hired under letter agreements, referred to in the letter of understanding. Thus, its inclusion would not be appropriate, standing alone. However, its rejection because it is an indispensible part of an otherwise unacceptable proposal does not serve to add further weight to the reasons given for the rejection of that proposal.

DURATION OF RECALL RIGHTS

Under the provisions of part II, 12 D of the expired agreement the recall rights of employees who are laid off "extend for a period of two (2) years." In its final offer, the District proposes to reword that portion of paragraph D which refers to the duration of recall rights to read as follows:

> "Recall rights shall extend for a period of two (2) school calendar years provided said employment actually commences within the two-year period."

District's Position on Duration of Recall Rights

The District points out that, under paragraph E of part II, 12, the layoff of employees commences "on the date that

he/she completes the teaching contract or employment understanding for the current school year." Thus, if it is assumed that recall rights extend for a two-year period commencing with the date on which the teacher completes his or her teaching contract, the District's proposal does nothing more than clarify the existing contract language, it argues. As in the case of the two above proposed changes in language, the District argues that such clarification is necessary in view of the grievance which was filed.

Association's Position on Duration of Recall Rights

According to the Association, adding language to the agreement to provide that the two-year duration of recall rights exists only if employment actually begins within the two-year period also constitutes a significant change in the status quo which, in combination with the other proposed changes, would dramatically restructure the Collective Bargaining Agreement through arbitration, even though the District has failed to provide adequate justification for such changes. According to the Association, this proposal would deprive employees of recall rights over the summer period in the second year of their layoff. Thus, by way of example, an employee who is "laid off" in March of 1986 and was not recalled to work during the 1986-1987 school year or the 1987-1988 school year would not be entitled to recall, even if a position opened during the summer months of 1988. According to the Association, it was due to this unreasonable aspect that the proposal was rejected in bargaining. In addition, the Association relies on its other arguments against the District's language proposals.

Discussion of Duration of Recall Rights

The Association's position is premised on its belief that the wording of the expired Collective Bargaining Agreement, particularly the wording of the second paragraph of paragraph D of part II, 12, affords recall rights to employees during the third summer following their layoff. The record is unclear as to the basis for this position, given the fact that paragraph B of part II, 12 provides for final notice of full or partial layoff prior to the last day of the school year and paragraph E provides that the layoff of an employee commences on the date that he/she completes the teaching contract or employment understanding for the current school year. It may be that the District makes a practice of recalling employees during the summer months only and that it is therefore the Association's position that "two years" refers to the two summer month periods following the summer month period in which the layoff begins.

If the District has a practice of recalling employees for the following year during the period when contracts are normally issued in the spring of the prior year, the dispute about the intent of the current language may center upon what constitutes a "recall." In its arguments, the Association does not take that particular position.

In either event, the undersigned believes that this issue relates primarily to the meaning of the current agreement, which is apparently in dispute. As between the two final offers the District's final offer, which unquestionably takes the most restrictive view of the intent of the current language, is the only offer which would resolve this dispute. If the matter is left unresolved, it is inevitable that a grievance will arise causing uncertainty and the potential for a troublesome and costly dispute. For these reasons, the undersigned tends to favor the District's proposal on this issue.

SALARY UPON RETURN FROM LEAVE OF ABSENCE

Under the terms of the expired agreement, an employee who has been granted an extended leave of absence is returned "to the same seniority level and to the same salary he/she was receiving at the commencement of the leave" upon return from the leave, except in those cases where they return with a masters degree and are entitled to additional compensation for that reason. These rules are spelled out in paragraphs D and E of part IV, 6, which read in relevant part as follows:

> "D. Such leave shall be at no cost to the Board except in those cases where said leave results in a change in classification (BA and MA or teaching experience).
>
> "E. Except as provided in 'D' above, the teacher will return to the same seniority level and to the same salary he/she was receiving at the commencement of the leave. Such teacher is subject to reduction in staff (layoff) while on leave in accordance with the terms of this Agreement."

Both parties proposed to change the wording of paragraph E in their final offers. Under the wording of the District's final offer the teacher is to be paid "the salary he/she would have received the first year of the leave and [returned] to the same seniority level had the teacher not been on leave." The teacher would remain subject to possible reduction in staff action while on leave. Under the Association's proposal the teacher is to return to "the same seniority level he/she was at at the commencement of the salary leave" and "the step on the salary schedule he/she would have been at if he/she had not gone on leave."

District's Positionon Salary of Teachers Returning from Leave of Absence

In support of its proposal, the District notes that the second sentence of paragraph E would remain unchanged under its proposal but that the first sentence would be changed to provide that a teacher returning from a leave of absence would be entitled to receive a higher salary that would have been payable during the first year of his or her leave. Thus, the District notes that its proposed change is actually beneficial to the teacher who has been on a leave of absence. Comparing its own proposal to that proposal by the Association, the District argues that the only difference between the two proposals, insofar as salary is concerned, relates to the question of whether the new agreement should contain a salary schedule with automatic step increases or not.

Association's Position on Salary of Teachers Returning from Leave of Absence

At the hearing, the Association presented testimony in support of its position on this issue. The Association's proposal was drafted in response to an arbitration award wherein the District's position was upheld as to the proper application of the language contained in the expired agreement. In that case it was held that employees who returned after a one-year leave of absence were only entitled to receive the salary they were earning at the time they went on leave of absence and did not receive the benefit of interim increases. It was for that reason, that the Association proposed as its final offer that the language of paragraph E quoted above be replaced with the following provision:

"E. Except as in 'D' above, a teacher returning from leave shall return at the same seniority level he/she was at, at the commencement of the leave. Said teacher shall return to the step on the salary schedule he/she would have been at if he/she had not gone on leave."

Discussion of Salary of Teachers Returning from Leave of Absence

On the surface, this issue would appear to be a "non-issue", inasmuch as the relative merit of the two proposals depends entirely upon which final offer is selected on salary. However, the Association's proposal is somewhat ambiguous. Its wording is subject to the possible interpretation that an employee who returns from a leave of absence is entitled to advance the number of steps represented by the length of his or her leave. This interpretation is apparently not intended. Instead, the stated intent of the provision is, in effect, to achieve the result sought by the Association under the old language in the arbitration proceeding referred to in the testimony. That intent is consistent with the intent of the District's proposal and, on this basis the two proposals are deemed to be equally reasonable. A further potential problem exists with the Association's proposal, however. It drops the second sentence of old paragraph E without explanation. While it is possible that it did so inadvertently, such omission could give rise to a future dispute if the Association does not agree to modify the wording. For that reason the District's proposal is favored slightly over that of the Association on this issue.

NEW INSURANCE COVERAGE AND LANGUAGE

As part of its final offer, the Association proposes to revise part IV, 8 dealing with insurance benefits. Much of the Association's proposal repeats or rewords existing provisions. More significantly, the Association's proposal would add to the requirements of existing coverage to provide for chiropractic care, radiation treatment for all tumors, no surgical limit, and a "stop loss" on major medical at $10,000. In addition, the Association's proposal, which specifically identifies existing group insurance plans, would require that any changes in specified insurance plans, coverage and/or carriers are to be negotiated and mutually agreed upon. As part of their stipulated agreements, the parties agreed to include a new provision providing for guaranteed insurability under certain specified conditions.

Association's Postion on New Insurance Coverage and Language

At the hearing, the Association introduced into evidence exhibits comparing its proposed additional coverage to existing coverage provided by the three districts deemed most comparable in its analysis, Fond du Lac, Green Bay and Sheboygan. In addition, the Association introduced evidence concerning the projected cost of the additional coverage it proposes as part of its final offer.

None of the three comparables relied upon by the Association currently provide chiropractic care coverage. All three districts have health insurance policies which provide for radiation treatment. One of the three districts (Fond du Lac) has a surgical limit of $10,000 as does Manitowoc. Green Bay has a surgical limit of $25,000 and Sheboygan has no surgical limit. All three districts have a major medical stop loss feature of $250,000.

The Association estimates the cost of the proposed additional coverages to be $5,596 for teachers covered by the Collective Bargaining Agreement who currently subscribe to single or family coverage. If the additional coverages were extended to all staff employed by the District, the Association estimates the cost would be approximately $11,808.

According to the Association, these data support and provide justification for its proposed changes in terms of comparability and cost. It also notes that if the District's position is selected Manitowoc will be the only District with no coverage of the type sought in three out of the four categories (chiropractic care, radiation treatment and major medical stop loss).

District's Position on New Insurance Coverage and Language

The District notes that the Association seeks two significant changes in the insurance provision, from its point of view. First, under the terms of the expired agreement, the Board was merely required to maintain benefits and levels substantially equivalent to those in effect during the prior school year and had the authority to change insurance plans or carriers upon giving the Association advance notice and opportunity to discuss the proposed changes prior to implementation, no earlier than 30 days after notice. The Association's proposal would replace this language and require that any changes be negotiated and mutually agreed to. According to the District, the Association offered no evidence at the hearing to demonstrate that the present contract language is no longer satisfactory in this regard.

The second significant change sought by the Association's proposal, in the District's view, consists of the request for additional benefits. The District notes that the parties agreed to a number of changes in connection with guaranteed insurability and contends that the additional coverage sought ought not be granted.

Discussion of New Insurance Coverage and Language

The undersigned notes that the additional insurance coverages requested by the Association in its final offer represent the only improved fringe benefits requested along with its salary proposal. The cost of that requested coverage is not insignificant, but is not great in comparison to the overall cost of wages and fringe benefits. Further, the evidence concerning the insurance coverages provided by the three school districts deemed most comparable by the parties, generally supports the Association's position. While the Association's request for chiropractic care, which is the most significant cost item, is not itself supported by the comparables, its request for radiation treatment is, and some improvement in the surgical limit and major medical stop loss features is also justified. If the District had proposed a counter proposal more in line with this comparability data, its offer might be favored on this aspect of the insurance issue. However, in the absence of such a counter proposal, the undersigned finds that this aspect of the Association's insurance proposal should be favored provided its cost is taken into account in evaluating the overall economic package proposed by the Association.

A different conclusion follows with regard to the portion of the proposed language change which the District objects to. The District would appear to be correct that the record is devoid of any evidence sufficient to meet the Association's burden of proving that this proposed change in the status quo is justified. The current language in the agreement, providing for substantially equivalent coverage and the right to change carriers and plans upon the giving of proper notice and affording the Association the opportunity for input, has not been shown to be an existing problem requiring a change along the lines proposed by the Association.

SALARY AND SALARY SCHEDULE

As noted above, this is the most significant issue in dispute. The final offers of the parties not only differ with regard to the overall level of salary increases to be granted teachers, they also differ substantially as to the salary structure to be utilized for the purpose of compensating teachers. The latter aspect of the dispute has its origin in the negotiations leading up to the Collective Bargaining Agreement covering calendar years 1981 and 1982.

The parties reached voluntary agreement in their negotiations for an agreement to cover calendar years1981 and 1982 which eliminated the then existing salary schedule, which contained a step and lane structure. During the two years of that agreement teachers were granted across the board increases of 12% and 11% respectively, (1% less in the case of staff at the top of the preexisting schedule) in accordance with a range of salaries beginning at $13,635 and ending at $27,324 in the second year of the agreement. As part of the agreement, the parties also agreed that the District could hire new teachers at a range between $12,000 and $18,000 per year, provided no new employee was paid more than a current employee of the same degree level and years of experience. Another stipulation of the agreement provided that teachers who had not previously received compensation for a master's degree would qualify for an additional $1,100 in salary, upon completion of an approved master's degree.

In their negotiations for the transition agreement beginning on January 1, 1983 and ending on June 30, 1985, the parties reached a voluntary agreement which also provided for salary increases outside the traditional salary schedule structure. That agreement established the range of salaries which would be applicable in the first school year (1983-1984) and provided for a wage reopener on the salary range to be applied in the second year (1984-1985). It continued the provisionsof the agreement permitting the District to pay new teachers an entry level range between $12,000 and $18,000 and the provision calling for an additional payment to teachers who completed and approved master's degree.

In their negotiations under the reopener provision, the parties were unable to reach voluntary agreement on the range of salaries which would be applicable during the 1984-1985 school year. The Association proposed a range which reflected an approximate 8.98% increase, the establishment of a BA minimum and MA minimum and an increase in the additional compensation to be paid teachers who completed a master's degree. The District proposed a range of salaries having a substantially

increased minimum of $17,000 and a maximum of $30,624. Under that offer, which was selected by Arbitrator Joseph B. Kerkman in any award issued June 26, 1984, most teachers working within the existing salary range received a $1,000 increase. The overall value of salary increases granted under that award was approximately 4.35%.

In its final offer, the Association proposes to eliminate the provisions of the agreement which abolished the old salary schedule and established the minimum hiring rate and master's degree compensation requirements and substitute a provision which states that employees covered by the agreement are to be paid in accordance with the salary schedule attached to its offer. That salary schedule is attached hereto and identified as Attachment "A." Also, as part of its final offer, the Association makes specific provision for placement of teachers earning existing salary figures on the new salary schedule which it proposes. The Association estimates the actual cost of its proposal, in salary alone to be $6,673,990, which represents a 7.49% increase and will generate new money for returning staff of $1,898, on average. In making these calculations, the Association did not use the "cast forward" method normally utilized in conjunction with salary schedules, based on its belief that such an evaluation is inappropriate under the circumstances. Using that same method of costing, the Association estimates the cost of the District's proposal at $6,620,079, representing an increase of 6.62% or an increase, on average, of $1,678 per returning teacher.

The District proposes to continue the language contained in the expired agreement dealing with salary and to grant dollar increases to all returning staff in amounts ranging from a low of $1,600 to a high of $2,005 in order to establish a salary range from $18,600 to $32,300. That offer, which is attached hereto as Attachment "B," would significantly reduce the number of separate salary figures within the range as well. According to the District, the cost of its offer is $6,621,339, with an average increase of 6.65% or $1,683 for all of the returning teachers. These cost figures are based on the assumption that all staff members who taught during the 1984-1985 school year returned and were placed within the salary range as reflected in its offer. Utilizing that same "cast forward" method of costing, the District estimates the cost of the Association's proposal at $6,673,985, which equals a 7.49% increase and generating, on average, $1,898 per returning teacher. The District estimates the overall total package percentage increase under its offer at 7.70%, compared to 8.61% for the Association's offer.

Association's Position on Salary and Salary Schedule

The Association makes a number of points in support of its proposal on salary, including its request that a salary schedule be reestablished. Those points may be summarized as follows:

1. The Employer has not raised the issue of "ability to pay" and therefore the question in this proceeding relates to its "willingness to pay."

2. Utilizing the Association's calculations, the total difference between the parties' respective final offers amounts to $71,452. The Association's method of costing is appropriate because of the absence of an existing salary schedule, but even if it is found to be inappropriate the cost of the Association's proposal is not substantially increased and the question remains which offer is the most reasonable.

3. The appropriate comparable school districts for purposes of this proceeding are Fond du Lac, Green Bay, and Sheboygan, based upon their geographic proximity, average daily pupil membership and bargaining unit staff, full value taxable property and state aid. All of these districts are in the same athletic conference as well. A secondary group of school districts for comparison purposes consists of smaller school districts within the County. A third, least comparable group consists of school districts statewide. Also, because of its geographic proximity and other factors, Two Rivers should also be given some consideration.

4. A comparison of the percentage increases and dollar increases under both offers (under either costing method) with the average for the primary comparable group reflects that the Association's offer is closer to the average in percentage terms and remains substantially below in dollar increase terms.

5. A comparison of the final offers with the smaller area districts produces a similar result in terms of average dollar increases.

6. Comparisons statewide, utilizing weighted and unweighted figures and the average for districts of similar size, likewise demonstrate that both final offers in this case are below average in terms of dollar increases granted.

7. A number of arbitration awards support the Association's position that its offer should be selected in order to avoid further erosion in relation to comparable groups. This point is especially important in this case since the settlements in the primary group (and in the other groups) which were arrived at subsequent to the award of Arbitrator Kerkman provided dollar increases substantially greater and approximately double in the case of Fond du Lac, Green Bay and Sheboygan. Further, the award of Arbitrator Kerkman recognized that the District's offer was approximiately 2% below the only available comparison, Two Rivers, and indicated the settlement should have been that much higher.

8. The voluntary settlement reached in Two Rivers for this year is higher than both final offers and exceeds the Association's final offer by approximately $100, in terms of dollar increases.

9. While both final offers provide for increases which exceed the cost of living as measured by the Consumer Price Index data in the record, the best measure of the appropriate increase in relation to that criterion is the pattern of settlements established by other districts in similar circumstances. By that analysis, which has been followed by a number of arbitrators, the Association's offer should be preferred under that criterion.

10. While the Association's final offer produces a smaller increase than that justified by comparisons, its proposal is intended to ease the transition back to the establishment of a salary schedule.

11. Both final offers contain a change in the status quo relative to the question of salary structure and therefore the only question is which proposal is to be preferred, not whether either party has met the burden of proving that the existing

structure is inequitable or unworkable.

12. The District's salary structure is flawed because it does not take into consideration a differential for educational attainment. The inequity of this aspect is demonstrated by the testimony concerning three employees with highly divergent educational background and experience, all of whom are receiving $18,000.

13. The District's offer is flawed because it provides increases in a subjective and discriminatory manner. This is evidenced by the varying increases granted to employees earning various sums of money within the range that existed during the 1984-1985 school year. In the past, employees received an equal percentage increase and there was no basis for possible favoritism or subjective judgments.

14. The Association's request for the reestablishment of a traditional salary schedule foremat is appropriate because that system of compensation was developed in order to further sound principles. A "single salary schedule," based upon training and experience, has prevailed over less objective systems because it promotes sound principal-teacher relations and teacher collegiality and avoids inappropriate influences, including various forms of discrimination. [The Association includes a review of some of the relevant literature in connection with this point.]

15. By proposing a salary schedule, the Association is not proposing to make a change which deletes an existing benefit. Instead, it seeks to establish a benefit which all of the comparable districts already have. Numerous arbitration awards have made a distinction between proposals which remove existing benefits and proposals which add benefits, justified by comparability data and other criteria. In fact, the evidence of comparability is so overwhelming that the burden should be placed on the Employer to prove that the adoption of a salary schedule would be unworkable or inequitable.

In response to the evidence introduced by the District concerning the economic condition of Manitowoc County, the Association argues that Manitowoc County is not a "pocket of poverty" and such evidence merely "obfuscates the issue." Some of the Employer's evidence and all of the Association's evidence on this question supports a finding that, while Manitowoc County is worse off by some measures, its overall economy is healthy and improving. That evidence shows that construction is up, the largest employer in the County has experienced improved sales and profits, there has been a net increase in average weekly earnings which is higher than many other counties in the State and the County ranks twentieth in per capita personal income. The County is no worse off than other primary comparables in terms of persons below poverty level and the District ranks well in terms of receipt of State aids. Further, the Association argues that the thrust of the District's evidence would require a comparison of salaries for teachers with private sector employees working in the most economically depressed segment of the County. This is highly inappropriate, according to the Association, given the fact that the average increase granted administrators exceeded that granted to teachers by more than 2% during 1984-1985. While the Association does not dispute the contention that the agricultural segment of the County's economy is doing poorly, it points out that the agricultural segment only represents 30% of the population and that other

districts, with a larger portion of rural residents, have granted increases larger than that proposed in either final offer.

District's Position on Salary and Salary Schedule

According to the District, the most critical issue in this proceeding relates to the question of whether the District should return to the granting of "built in" automatic step increases. The District reviews the history of negotiations leading up to the current salary structure and its proposal in this case and notes that, by agreement between the parties, the District has not had step increases or a formal salary schedule since January 1, 1981. It notes that the parties have reaffirmed their agreement to abolish the salary schedule on several occasions and argues that, therefore, the Association should be required to show good cause for changing the compensation system which the parties have agreed to.

According to the District, the Association has failed to establish any evidence of need for the proposed change. Its apparent reason for desiring a return to a salary schedule is to provide for a built in increase, regardless of what economic conditions may be. The cost of that built in increase, according to District figures, would be $275,347 for the 1986-1987 school year.

The District argues that it has been a pioneer in getting away from the traditional salary step system and argues that there are sound reasons for doing so as reflected in an educational news release introduced into evidence. Among those reasons are the difficulty in raising the salary base for new teachers when all increases are reflected throughout the schedule; the fact that such schedules are incompatible with a "career ladder" approach to employment; the fact that such schedules are incompatible with a merit pay plan; and the fact that salary schedules tend to focus negotiations on low salary base figures rather than average salaries and total compensation.

With regard to the Association's claim that the Board's salary offer also constitutes a change in salary format, the District admits that its proposal would consolidate two or more salary figures which are close together into a new higher salary figure, but argues that such proposal does not constitute a departure from the simple "no step" schedule agreed to since 1981.

With regard to the Association's example of three teachers with divergent backgrounds in terms of education and experience who are all receiving $18,000 per year, the District points out that their current salary is a direct result of the higher salary minimum created in 1984-1985. The District notes that the record does not disclose what their salaries were in the year before that new minimum was established.

Turning to the question of the appropriate salary increase itself, the District notes that the parties are less than 1% apart, in terms of the total cost of salaries and fringe benefits. Consistent with the Association's argument, the District points out that the dollar difference between the two offers is in the neighborhood of $70,000. However, the District contends that this is not insubstantial because the District serves an area which suffers from a "depressed economy" in comparison to other districts.

In support of this contention the District points out that the unemployment rate in Manitowoc County was 11.3% in December 1985, compared to a 7% statewide rate. Further, the District cites the testimony of executives from the Manitowoc Company and Mirro Corporation, two large local employers, concerning the decline in the overall number of employees in recent years. The District notes that neither of the two witnesses saw any hope for improvement in the near future.

The District also points to news articles which show that the earnings of the Manitowoc Company were well below a year earlier and well below quarterly dividends. Further, the earnings which were made were attributable to investment income, which offset a loss on operations.

The District also points to testimony from a representative of the Chamber of Commerce to the effect that said organization is losing membership primarily because hard times have convinced them that they cannot afford to pay dues. Similarly, data concerning an increase in the delinquency in real estate tax payments and in tax sales offer evidence that the District is justified in its unwillingness to explain to the tax-paying public why teachers should be granted salary increases which are essentially twice the rate of increase in consumer prices for the year ending December 1985.

The most telling statistics, according to the District, are found in the work force figures promulgated by the job service division of the Wisconsin Department of Industry, Labor and Human Relations. According to those figures, the work force in Manitowoc County declined from 44,600 in 1982 to 35,200 in 1985. The 9,400 people who formerly were included in the work force have apparently exhausted their unemployment compensation benefits but have not necessarily left the County, according to the District. Thus, if their numbers are considered, the 8.8% unemployment rate for Manitowoc County in 1985 would be substantially larger. Also, when Manitowoc County is compared to the counties where the three primary comparable districts are located, the unemployment rate for Manitowoc County is significantly higher. Referring to one of its exhibits, the District points out that the unemployment rate in Manitowoc County has consistently run higher than the "Bay-Lake" area, the State of Wisconsin and the United States since 1981. While the unemployment rate in Manitowoc County has declined since 1982, it has remained higher than all three comparisons.

Turning to the criterion dealing with comparisons, the District points to evidence that employees in public employment in the City of Manitowoc and Manitowoc County have received relatively modest increases, in the area of 3 to 4%. The District notes that the only evidence concerning comparable settlements which are unfavorable to the District are those in other school districts. The District acknowledges that it cannot "brush these comparables aside," but notes that it cannot be held accountable for agreements reached by the Two Rivers School District or the other school districts in question. Instead, it argues, it is primarily accountable to the tax-paying constitutents who support the District, many of whom live in rural areas.

The District notes that students from rural areas make up approximately 30% of the school population. Therefore, it is appropriate to give consideration to problems being experienced by rural taxpayers, particularly those brought about by lower milk prices. The District acknowledges that farmers residing

within the District are probably no worse off than farmers elsewhere in the State, but indicates its belief that those districts should not have agreed to increases of the magnitude in question.

Even though the District contends that the higher settlements granted by other districts with large rural populations are inappropriate, it indicates it belief that it is necessary to offer competitive salaries if it is to retain good teachers. Therefore, even though it believes that the Two Rivers settlement which cost approximately 9.04% was excessive, the District contends that its salaries are relatively competitive with the salaries paid by that district. Thus, the District notes that the beginning salary of $16,408 and the top salary of $30,001 paid by Two Rivers are well below the starting salary of $18,600 and the top salary of $32,300 contained within the District's final offer. Thus, even though the percentage increase offered is lower, the District contends that District teachers are better paid under its offer than under the agreement in Two Rivers.

The District also points out that the beginning salary under the Association's offer of $17,745 is well below the $18,600 starting salary contained in the District's offer. The problem is, according to the District, that under the Association's proposal, the beginning step governs the entire schedule. Therefore, the beginning step must be lower so that the top step doesn't become too high. Under the District's schedule, it is possible to have a higher beginning salary, since it has no effect on the top of the schedule.

A similar conclusion is reached when the beginning and top salaries proposed by the Board are compared with the beginning and top salaries in the schedules at Sheboygan and Fond du Lac, according to the District. Their beginning salaries of $18,534 and $17,200, respectively, and their top salaries of $32,331 and $33,299, respectively, compare quite favorably, in its view. While Green Bay provides a top salary of $38,977 for a teacher with an MA degree and 45 credits and 45 years of teaching experience, the District argues that its beginning salary of $17,058 is much lower and that the District should not be required to emulate the top salary which Green Bay has established through its salary schedule.

Referring to the statewide figures contained in the Association's exhibit, the District argues that its starting and ending salaries compare favorably as well. Thus, its offer exceeds the $16,569 and $32,006 figures contained in the weighted averages for BA minimum and schedule maximum contained in Association figures. The Board's offer is even more favorable when it is compared to the non-weighted State average figures of $16,076 and $28,281.

According to the District, its taxpayers pay a higher percentage of school costs than do taxpayers in Two Rivers, Fond du Lac, Sheboygan or Green Bay and State aid is lower for Manitowoc than for the other four districts in question. While Manitowoc has the lowest per pupil cost among the four districts, its property tax per pupil is the highest. While the District does have the lowest per pupil costs in the State, as alleged by the Association, that is true only with regard to schools having more than 4,000 students. Also, that fact should be considered in light of the fact that the property tax per pupil is the highest among the four comparable districts and 11.6% higher than the State average, according

to the District. Further, the percentage of tax spent for "operations" is also higher in Manitowoc than in the other districts or statewide.

The District notes that the Association argues that it has "already paid for" the relatively poor economic conditions in the County as a result of the award issued by Arbitrator Kerkman and points out that economic conditions are still bad. Even so, it contends that its proposed salary schedule is not so low as to compare unfavorably in the area or throughout the State. While the percentage increase may be lower, the actual salaries paid are acceptable in terms of comparison, it argues.

If it is true that the District has maintained comparative salaries in spite of the absence of a schedule for the last several years, that must be because the District had a better salary schedule to begin with. According to the District, it did have a better salary schedule than some of its neighbors, but there is no need to continue as wide a lead, given the poor economic conditions which prevail in the District.

Discussion on Salary and Salary Schedule

As noted in the parties' arguments, there are really two aspects to this issue. Most important, according to the District, is the question of whether the agreement should contain a traditional salary schedule providing separate lanes for educational attainment and step increases, reflecting additional compensation for experience.

As the Association points out, salary schedules of the type proposed herein exist in all of the comparable districts and constitute the predominant method for establishing compensation in school districts generally. The problem arises in this case because the parties agreed in their negotiations leading up to the 1981-1982 agreement, to abolish the then existing salary schedule and substitute a salary range in its place. As a result, the parties have voluntarily established a compensation scheme which is somewhat unique. If the parties had been able to continue their agreement on that salary range and its application to existing staff and new staff, and the only dispute in this case was the size of the salary increases to be granted, this would be a much simplier case.

Both parties advance certain arguments which ultimately go to the policy question of whether the District should or should not have a compensation system based upon a salary range rather than a traditional salary schedule. In all candor, the undersigned feels very uncomfortable addressing those arguments in a proceeding of this type. While it is true that the statutory criteria make reference to the interests and welfare of the public, the undersigned is of the opinion that the legislature did not intend that individual arbitrators would be making policy choices of the type presented by this case under the rubric of the criterion making reference to the interests and welfare of the public, without regard to the other statutory criteria. The focus of this proceeding, in the view of the undersigned, is to attempt to select that offer which establishes an agreement reflecting wages, hours and working conditions which the parties themselves would have established, had they been able to reach voluntary settlement under the existing statutory arrangements in Wisconsin. In doing so, emphasis must be given to all of the statutory criteria, particularly those which have been found most persuasive for such purpose.

The undersigned recognizes that arbitrators generally give great weight to the fact that the parties may have agreed to a particular provision or arrangement contained in their prior agreement and generally place the burden of persuasion on the party proposing a change in the "status quo" thus established. Further, the undersigned is unpersuaded by certain Association arguments to the effect that it is not proposing a change in the status quo, but is merely seeking to establish a benefit that doesn't presently exist and that the District itself is proposing a significant change in the status quo. Even so, the undersigned is satisfied that the Association has met its burden in this case.

While it is true that the parties have in the past few years agreed to utilize a salary range, there is no agreement on the District's proposal to reduce the number of steps within that range. Further, there is no agreement on fundamental questions such as the criteria to be utilized for initial placement and advancement through that salary range. An objective review of the District's proposal does not suggest that it is driven by improper considerations such as favoritism, as suggested by the Association. On the contrary, the apparent motivation for granting various dollar increases at the various levels is to achieve a reduction in the number of levels by the device of "rounding off" numbers at $100 levels. Based upon the District's stated reasons for desiring to keep a salary range rather than revert to a salary schedule, the undersigned concludes that the District's apparent motivation is to achieve some of the policy goals referred to above. Even so, it is important to note that there is a lack of agreement on the approach being taken by the District in its offer, which would make the District's salary arrangements even more unique among the comparables.

Not only is the Association's position strongly supported by evidence concerning how comparable employees are compensated, it is also supported the consequences of employing such an approach in terms of dollar increases received. Thus, under the approach proposed by the District it is possible to substantially increase the starting and ending salaries in a way which generates increases for existing staff which are significantly below those of their peers in other districts. If both parties were in agreement on the achievement of an ultimate goal which might justify a continuing impact of this type, the District's case would be much more persuasive. However, it is the District alone which proposes this course of action for the future, even though its impact is adverse on existing staff, at least in the short run.

For these reasons, the undersigned believes that the Association's proposal, insofar as it would reestablish a salary schedule, is justified under the circumstances present in this case. There remains, the question of whether its proposed salary increases should be favored over those which would be generated within the Employer's proposed salary range.

It is significant to note that teachers in this District received increases which were, in retrospect, even more than 2% lower in 1984-1985, than that received by their peers in comparable districts. It is also significant that the increases proposed by the Association for 1985-1986 are generally lower than average among the most relevant group of comparables and in relation to the District's near neighbor, Two Rivers.

The District is undoubtedly correct in its contention that a 7.49% increase in wages is significantly higher than the increase in the cost of living in the year prior to the year of this agreement as well as increases in certain other municipal employment (such as the City and County) and in the private sector in Manitowoc County. It is also true that the District continues to compare relatively well in terms of starting salaries and top salaries. However, it is not unusual for employees to receive salary increases which are, in a given time frame, substantially below or above changes in the cost of living. Further, it is not at all uncommon for employees in one sector of the economy or in one sector of government to receive salary increases which are, on a percentage basis, higher or lower than those received by others. These differences reflect differences in supply and demand for given skills, relative availability of funds and social and political judgments concerning the appropriate level of compensation for differing types of work. It is not the function of the undersigned to attempt to thwart or redirect those influences. Instead, the award should, in the view of the undersigned, attempt to approximate the outcome that should have been achieved, had the parties been able to reach voluntary agreement under existing statutory arrangements.

Both parties have made valid points concerning the economic conditions of Manitowoc County. It is undoubtedly true that the farming sector and heavy manufacturing sector of Manitowo County's economy has suffered substantially in the recent past and continues to suffer at this time. Further, it is undoubtedly true that the unemployment rate in Manitowoc County lingers at a higher level than elsewhere, among the comparables. However, as the Association points out, there are also bright spots in the evidence concerning the economy in Manitowoc County. Certain elements of the service sector are improving substantially and the County ranks relatively high on certain important measures such as per capita income. Also, as the Association points out, the cost of its proposal is lower than the cost of other proposals in comparable districts and the dollar increases granted will also be lower. This is true, in spite of the fact that the increases granted during 1984-1985 were significantly lower than the comparables and the fact that administrators received a larger increase.

For these reasons, the undersigned concludes that the Association's final offer on salary and salary schedule should be favored over that of the District. What remains is to weigh that conclusion, in conjunction with the other conclusions reached, in an overall analysis under the statutory criteria.

CONCLUSION

The Association's proposal on the most significant issue in this proceeding, that dealing with salary and salary schedule, has been found to be preferable to that proposed by the District. In addition, the conclusion has been reached that the District has failed to provide sufficient evidence and arguments in support of its proposed changes in language relating to the rights of late hires and replacement teachers, along with the change in language describing the rights of part-time teachers. The District's proposals on calendar, duration of recall rights and insurance language have been favored over the Association's position on those issues. However, only one of those issues, that relating to insurance language, is deemed to be of significant

consequence in this proceeding, at least in relation to the other issues, particularly salary and salary schedules. The undersigned has found the Association's proposal on insurance coverage to be reasonable and its cost, when considered in conjunction with the overall cost of the two final offers does not afford a basis for rejecting it as unreasonable. The issue dealing with the salary to be paid to teachers returning from a leave of absence is nearly a "wash," except for the ambiguity created by the Association's proposal, referred to above.

When all of these conclusions are weighed together, it is the view of the undersigned that the Association's final offer must be favored over that of the District under the statutory criteria. While that final offer will result in an agreement which is not without blemishes, the agreement which would result from implementation of the District's offer would be less reasonable. It would impose a salary increase which was, for the second year in a row, below average, while at the same time maintaining a salary range which is objected to and changing certain language provisions in a way which has a restrictive and negative impact on existing staff. The Association's proposal will result in a change in insurance language which has not been justified by the evidence, but will do little else other than achieve some improvements in insurance coverage, most of which are justified in terms of cost and comparability, and reestablish a salary schedule to bring the District more in line with the compensation systems existing among the comparables. For these reasons the undersigned renders the following

AWARD

The final offer of the Association, together with the issues resolved in bargaining and included in the stipulation of the parties, shall be incorporated into a new 1985-1986 Collective Bargaining Agreement, along with the provisions therein which are to remain unchanged.

Dated this 11th day of April, 1986.

George R. Fleischli
Mediator/Arbitrator

EXHIBIT A - SALARY SCHEDULE

Bachelors	Masters
17,000	18,200
17,745	19,500
18,928	20,800
20,111	22,100
21,294	23,400
22,477	24,700
23,660	26,000
24,843	27,300
26,026	28,600
27,209	29,900
28,392	31,200
29,575	32,500

RWT

ATTACHMENT "A"

MANITOWOC PUBLIC SCHOOL DISTRICT
Manitowoc, Wisconsin

SEP 16 1985

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

SALARIES

Number	1984-85	Increase	1985-86
8.8	$ 17,000.	$ 1,600.	$ 18,600.
4.12	17,500.	1,600.	19,100.
12.02	18,000.	1,600.	19,600.
1.9	18,665.	1,635.	20,300.
4	19,330.	1,670.	21,000.
3	19,995.	1,605.	21,600.
5.69	20,660.	1,640.	22,300.
1	21,095.	2,005.	23,100.
6	21,325.	1,775.	23,100.
2	21,990.	1,910.	23,900.
4	22,123.	1,777.	23,900.
1	22,655.	1,945.	24,600.
8	22,921.	1,679.	24,600.
1	23,318.	1,682.	25,000.
10.5	23,720.	1,680.	25,400.
2	24,067.	1,833.	25,900.
3	24,252.	1,648.	25,900.
12.8	24,518.	1,682.	26,200.
4.7	25,050.	1,950.	27,000.
1	25,169.	1,831.	27,000.
10	25,316.	1,684.	27,000.
1	25,618.	1,882.	27,500.
1	25,847.	1,653.	27,500.
8	26,114.	1,686.	27,800.
10	26,646.	1,754.	28,400.
10	26,699.	1701 ~~1,601.~~	28,400.
31	26,743.	1,657.	28,400.
1	27,110.	1,990.	29,100.
1	27,260.	1,840.	29,100.
3	27,444.	1,656.	29,100.
7	27,469.	1,631.	29,100.
5.8	28,375.	1,625.	30,000.
7	29,072.	1,728.	30,800.
11	29,124.	1,676.	30,800.
24	29,560.	1,640.	31,200.
3.88	29,821.	1,679.	31,500.
6	30,605.	1,695.	32,300.
8	30,624.	1,676.	32,300.
245.21	$6,208,680.	+ $ ~~411,399.~~	~~$6,620,079. (6.62%)~~
		+ 412 659	6 621 339 (6.65%)

ATTACHMENT "B"