

MAR 23 1987

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In The Matter Of The Petition Of:

CORNELL SCHOOL DISTRICT

To Initiate Mediation/Arbitration  
Between Said Petitioner

Decision No. 23897-A

-and-

CORNELL EDUCATION ASSOCIATION

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Appearances: Mary Virginia Quarles, Executive Director, for the Union  
Stephen L. Weld, Attorney at Law, for the Employer

Cornell School District, hereinafter referred to as the Employer, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, alleging that an impasse existed between it and the Cornell Education Association, hereinafter referred to as the Association, in their collective bargaining. It requested the Commission to initiate mediation/arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act.

At all times material herein the Association has been and is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all class room teachers and librarians, excluding administrators and coordinators, principals, supervisors, guidance directors, noninstructional personnel, office clerical, aides, maintenance and operating employees, part-time teachers employed less than half days, and substitutes. The Employer and the Association have been parties to a collective bargaining agreement covering the wages, hours and working conditions of employees in the unit that expired on June 30, 1985.

On February 6 and 20, 1985 the parties exchanged their initial proposals on matters to be included in the new collective bargaining agreement. Thereafter the parties met on four occasions in efforts to reach an accord. On June 13, 1985 the Employer filed the petition initiating mediation/arbitration. A member of the Commission staff conducted an investigation that reflected that the parties were deadlocked in their negotiations. Further processing of the petition for a mediation/arbitration was held in abeyance pending the processing of a petition for a declaratory ruling filed by the Association on October 25, 1985. On June 4, 1986 the Commission dismissed the petition for a declaratory ruling after the parties resolved the matter. From June 25 to August 10, 1986 the parties negotiated and revised their final offers. On August 12, 1986 the parties submitted their final offers to the investigator from the Commission staff and the investigation was closed.

The Commission concluded that an impasse within the meaning of Section 111.70(4)(cm)6 of the Municipal Employment Relations Act existed between the parties with respect to negotiations leading toward a new collective bargaining agreement and it ordered that mediation/arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse existing between the parties. It directed the parties to select a mediator/arbitrator. On August 28th the Commission was advised that the parties had selected Zel S. Rice II as the mediator/arbitrator and it issued an order on September 2, 1986 appointing him as the mediator/arbitrator to endeavor to mediate the issues in dispute and should such endeavor not result in resolution of the impasse, to issue a final and binding award to resolve said impasse by selecting either the total final offer of the Employer or the total final offer of the Association.

A mediation session was conducted at Cornell, Wisconsin on October 27, 1986. After several hours of mediation it became apparent to the mediator/arbitrator that neither of the parties could make the necessary moves to effect a resolution of the impasse. The mediation phase of the proceeding

was declared at an end and the arbitration phase began immediately thereafter. It was completed on that day and the last brief of the parties was submitted to the arbitrator on January 30, 1987.

The final offer of the Association, attached hereto and marked Exhibit A, proposed that if a teacher is required to develop curriculum or evaluate school programs outside of the regular work day or work year, the teacher shall be paid at an hourly rate based on the BA base. That overtime pay would be limited to those meetings or individual work times in which curriculum is developed or school programs are evaluated and would not apply to other faculty meetings, staffings or parent conferences. It proposed that for the life of the collective bargaining agreement the Employer and the Association each waive the right and each agree that the other shall not be obligated to bargain with a respect to any subject or matter specifically referred to or covered in the agreement and subjects or matters that arose as a result of the parties proposals during bargaining but were not agreed to. The Association proposed that the base salary be increased by \$1,250.00 to \$15,450.00, the education increment would be increased by \$25.00 to \$205.00, and the experience increment be increased by \$20.00 to \$570.00 and those adjustments would be extrapolated throughout the existing salary schedule. The Employer's final offer, attached hereto and marked Exhibit B, proposed that the salary schedule grid be revised by adjusting the base by \$1,300.00 to \$15,500.00 and adjusting the education increment by \$30.00 to \$210.00 and adjusting the experience increment by \$10.00 to \$560.00. It further proposed that the Employer and the Association each agreed that the other party should not be obligated to bargain with respect to any subject or matter specifically referred to or covered in the agreement and subjects or matters that arose as a result of the parties proposals during bargaining but were not agreed to. The proposal stated that the parties recognized the management rights clause contained in Article VI of the collective bargaining agreement.

The Association proposed a comparability group consisting of the ten school districts of Altoona, Auburndale, Cadott, Fall Creek, Gilman, Greenwood, Loyal, Owen-Withee, Thorp and the Employer, hereinafter referred to as Comparable Group A. This was the comparable group used by Arbitrator Jay Grenig in an earlier arbitration involving these same parties. The number of full-time equivalent teachers in Comparable Group A ranged from a low of 42.03 in Thorp to a high of 62 at Altoona and the average was 50.54. The Employer had 43 full-time equivalent teachers and that was the next to the smallest number of teachers in Comparable Group A. The number of pupils in Comparable Group A ranged from a low of 641 at Thorp to a high of 1,070 at Altoona and the average number of pupils was 808. The Employer ranked eighth in the comparable group with 691 pupils. The student teacher ratio in Comparable Group A ranged from a low of 13.8 at Thorp to a high of 16.3 at Altoona and the average was 14.8 students per teacher. The Employer ranked third in the comparable group with a student teacher ratio of 15.3.

In the 1981-82 school year the BA minimum salary in Comparable Group A ranged from a low of \$11,850.00 at Fall Creek to a high of \$12,300.00 at Altoona and the average was \$12,066.00. The Employer ranked fifth in the comparable group with a BA minimum of \$12,072.00. The 1981-82 BA seventh step salary in Comparable Group A ranged from a low of \$14,470.00 at Owen-Withee to a high of \$15,919.00 at Altoona and the average was \$14,783.00. The Employer ranked fourth in the comparable group with a BA seventh step salary of \$14,668.00. The 1981-82 BA maximum salary in Comparable Group A ranged from a low of \$16,590.00 at Fall Creek to a high of \$19,021.00 at Altoona and the average was \$17,499.00. The Employer ranked ninth in the comparable group with a BA maximum salary of \$16,830.00. The 1981-82 MA minimum salary in Comparable Group A ranged from a low of \$12,807.00 at Gilman to a high of \$13,393.00 at Auburndale and the average was \$13,032.00. The Employer ranked fourth in the comparable group with an MA minimum salary of \$13,031.00. The 1981-82 MA tenth step salary in Comparable Group A ranged from a low of \$16,577.00 at Gilman to a high of \$18,894.00 at Altoona and the average was \$17,289.00. The Employer ranked seventh in the comparable group with an MA tenth step salary of \$16,923.00. The 1981-82 MA maximum salary in Comparable Group A range from a low of \$18,537.00

at Fall Creek to a high of \$21,689.00 at Altoona and the average was \$19,544.00. The Employer's 1981-82 MA maximum salary was \$19,518.00. The schedule maximum salary in Comparable Group A during the 1981-82 school year ranged from a low of \$19,190.00 at Owen-Withee to a high of \$25,168.00 at Altoona and the average was \$ 20,551.00. The Employer ranked sixth in the comparable group with a schedule maximum salary of \$20,225.00. The career MA salary in Comparable Group A during the 1981-82 school year ranged from a low of \$409,070.00 at Fall Creek to a high of \$470,663.00 at Altoona and the average in the comparable group was \$428,576.00. The Employer ranked fifth in the comparable group with a career MA salary in the 1981-82 school year of \$426,472.00.

The 1982-83 BA minimum salary in Comparable Group A ranged from a low of \$12,640.00 at Greenwood to a high of \$13,225.00 at Altoona and the average was \$12,935.00. The Employer ranked fourth in the comparable group with a BA minimum salary of \$12,950.00. The 1982-83 BA seventh step salary in Comparable Group A ranged from a low of \$15,200.00 at Greenwood to a high of \$17,110.00 at Altoona and the average was \$15,890.00. The Employer ranked sixth in the comparable group with a BA seventh step salary of \$15,710.00. The 1982-83 MA maximum salary in Comparable Group A ranged from a low of \$17,960.00 at Owen-Withee to a high of \$20,440.00 at Altoona and the average was \$18,854.00. The Employer ranked ninth in the comparable group with a BA maximum salary in the 1982-83 school year of \$18,010.00. The MA minimum salary in Comparable Group A during the 1982-83 school year ranged from a low of \$13,440.00 at Greenwood to a high of \$14,350.00 at Owen-Withee and the average was \$14,030.00. The Employer ranked sixth in the comparable group with an MA minimum salary of \$14,000.00. The 1982-83 MA tenth step salary in Comparable Group A ranged from a low of \$17,530.00 at Greenwood to a high of \$20,310.00 at Altoona and the average was \$18,649.00. The Employer ranked eighth in the comparable group with an MA tenth step salary of \$18,140.00. The 1982-83 MA maximum salary in Comparable Group A ranged from a low of \$20,110.00 at Owen-Withee to a high of \$23,315.00 at Altoona and the average was \$21,120.00. The Employer ranked fourth in the comparable group with an MA maximum salary of \$20,900.00. The 1982-83 schedule maximum salary in Comparable Group A ranged from a low of \$20,970.00 at Owen-Withee to a high of \$27,046.00 at Altoona and the average was \$22,223.00. The Employer ranked fifth in the comparable group with a schedule maximum salary of \$21,660.00. The 1982-83 career MA salary in Comparable Group A range from a low of \$443,075.00 at Greenwood to a high of \$505,935.00 at Altoona and the average was \$462,940.00. The Employer's career MA salary in the 1982-83 school year ranked seventh and was \$456,800.00.

The 1983-84 BA minimum salary in Comparable Group A range from a low of \$13,225.00 at Loyal to a high of \$14,025.00 at Altoona and the average was \$13,585.00. The Employer ranked ninth in the comparable group with a BA minimum salary of \$13,350.00. The 1983-84 BA seventh step salary in Comparable Group A ranged from a low of \$15,875.00 at Greenwood to a high of \$18,145.00 at Altoona and the average was \$16,687.00. The Employer ranked sixth in the comparable group with a 1983-84 BA seventh step salary of \$16,410.00. The 1983-84 BA maximum salary in Comparable Group A ranged from a low of \$17,675.00 at Greenwood to a high of \$21,676.00 at Altoona and the average was \$19,596.00. The Employer ranked eighth in the comparable group with a BA maximum salary of \$18,960.00 in the 1983-84 school year. The 1983-84 MA minimum salary in Comparable Group A ranged from a low of \$14,425.00 at Greenwood to a high of \$15,165.00 at Altoona and the average was \$14,838.00. The Employer ranked ninth in the comparable group with an MA minimum of \$14,610.00. The 1983-84 MA tenth step salary in Comparable Group A ranged from a low of \$18,675.00 at Greenwood to a high of \$21,539.00 at Altoona and the average was \$19,691.00. The Employer ranked eighth in the comparable group with an MA tenth step salary in the 1983-84 school year of \$19,200.00. The MA maximum salary in the 1983-84 school year in Comparable Group A ranged from a low of \$20,810.00 at Owen-Withee to a high of \$24,725.00 at Altoona and the average was \$22,353.00. The Employer ranked fourth in the comparable group with an MA maximum salary of \$22,260.00. The 1983-84 schedule maximum salary in Comparable Group A ranged from a low of \$21,670.00 at Owen-Withee to a high of \$28,682.00 at Altoona and the average was \$23,542.00. The Employer ranked fifth in the comparable group with a schedule

maximum salary in the 1983-84 school year of \$23,130.00. The 1983-84 career MA salary in Comparable Group A ranged from a low of \$464,985.00 at Owen-Withee to a high of \$536,536.00 at Altoona and the average was \$488,462.00. The Employer ranked sixth in the comparable group with a career MA salary in the 1983-84 school year of \$482,700.00.

The BA minimum salary in Comparable Group A during the 1984-85 school year ranged from the Employer's low of \$14,200.00 to a high of \$14,800.00 at Altoona and the average was \$14,383.00. The 1984-85 BA seventh step salary in Comparable Group A ranged from a low of \$16,892.00 at Greenwood to a high of \$19,148.00 at Altoona and the average was \$17,677.00. The Employer ranked fifth in the comparable group with a BA seventh step salary of \$17,500.00. The 1984-85 BA maximum salary in Comparable Group A ranged from a low of \$18,809.00 at Greenwood to a high of \$22,874.00 at Altoona and the average was \$20,673.00. The Employer ranked eighth in the comparable group with a BA maximum salary of \$20,250.00. The 1984-85 MA minimum salary in Comparable Group A ranged from a low of \$15,348.00 at Greenwood to a high of \$16,500.00 at Loyal and the average was \$15,737.00. The Employer ranked eighth in the comparable group with a MA minimum salary of \$15,460.00. The 1984-85 MA tenth step salary in Comparable Group A ranged from a low of \$19,874.00 at Greenwood to a high of \$22,729.00 at Altoona and the average was \$21,023.00. The Employer ranked eighth in the comparable group with a MA tenth step salary of \$20,410.00. The 1984-85 MA maximum salary in Comparable Group A ranged from a low of \$22,520.00 at Owen-Withee to a high of \$26,091.00 at Altoona and the average was \$23,820.00. The Employer ranked fourth in the comparable group with a MA maximum salary of \$23,710.00. The 1984-85 schedule maximum salary in Comparable Group A ranged from a low of \$23,950.00 at Gilman to a high of \$30,267.00 at Altoona and the average was \$25,294.00. The Employer ranked sixth in the comparable group with a schedule maximum salary in the 1984-85 school year of \$24,620.00. The 1984-85 career MA salary in Comparable Group A ranged from a low of \$499,635.00 at Owen-Withee to a high of \$566,179.00 at Altoona and the average was \$519,831.00. The Employer's career MA salary in the 1984-85 school year was \$514,150.00 and ranked sixth in the comparable group.

Nine schools in Comparable Group A have reached agreement on a BA minimum salary for the 1985-86 school year and they range from a low of \$15,075.00 at Auburndale to a high of \$15,822.00 at Fall Creek with an average of \$15,464.00. The Employer's proposal of \$15,500.00 would rank fifth in Comparable Group A and the Association's proposal of \$15,450.00 would rank sixth. Eight school districts in Comparable Group A have reached agreement on a BA seventh step salary for the 1985-86 school year and they range from a low of \$18,390.00 at Greenwood to a high of \$20,345.00 at Altoona and the average is \$19,064.00. The Association's proposal of \$18,870.00 and the Employer's proposal of \$18,860.00 would both rank sixth in the comparable group. Nine schools in Comparable Group A have reached agreement on a BA maximum salary for the 1985-86 school year and they range from a low of \$20,326.00 at Greenwood to a high of \$24,304.00 at Altoona with an average of \$22,112.00. The Association's proposal of \$21,720.00 and the Employer's proposal of \$21,660.00 would both rank seventh in Comparable Group A. Nine schools have reached agreement on an MA minimum salary for the 1985-86 school year and they range from a low of \$16,550.00 at Cadott to a high of \$17,604.00 at Loyal with an average of \$16,954.00. Both the Association's MA minimum proposal of \$16,885.00 and the Employer's proposal of \$16,970.00 would rank seventh in Comparable Group A. Eight schools in Comparable Group A have reached agreement on MA tenth step salary for the 1985-86 school year and they range from a low of \$21,792.00 at Greenwood to a high of \$24,150.00 at Altoona and the average is \$22,738.00. Both the Association's proposal of \$22,015.00 and the Employer's proposal of \$22,010.00 would rank sixth in Comparable Group A. Nine schools have reached agreement on MA maximum salaries for the 1985-86 school year and they range from a low of \$23,743.00 at Auburndale to a high of \$27,722.00 at Altoona and the average is \$25,480.00. Both the Association's proposal of \$25,435.00 and the Employer's proposal of \$25,370.00 would rank sixth in Comparable Group A. Nine of the school districts in Comparable Group A have reached agreement on a schedule maximum salary for the 1985-86 school year and they range from a low of \$25,100.00 at Auburndale to a high of \$32,159.00 at

Altoona and the average is \$27,268.00. The Association's proposal of \$26,415.00 would rank seventh in Comparable Group A and the Employer's proposal of \$26,350.00 would rank ninth in Comparable Group A. The career MA salary for eight of the school districts in Comparable Group A that reached agreement for the 1985-86 school year range from a low of \$536,066.00 at Auburndale to a high of \$601,570.00 at Altoona and the average is \$559,499.00. The Association's proposal of a career MA salary of \$553,125.00 and the Employer's proposal of \$552,350.00 would rank fifth in Comparable Group A.

The Employer's BA minimum salary ranked fifth in Comparable Group A in the 1981-82 school year, fourth in the 1982-83 school year, ninth in the 1983-84 school year and eighth in the 1984-85 school year. The Association's proposal would rank sixth in the 1985-86 school year and the Employer's proposal would rank fifth. The Employer's BA seventh step salary ranked fourth in Comparable Group A in the 1981-82 school year, sixth in the 1982-83 school year, sixth in the 1983-84 school year, and fifth in the 1984-85 school year. Both the Employer's and the Association's proposals would rank sixth in the 1985-86 school year. The Employer's BA maximum salary ranked ninth in Comparable Group A in the 1981-82 school year, ninth in the 1982-83 school year, eighth in the 1983-84 school year, and eighth in the 1984-85 school year. Both the Employer's and the Association's BA maximum salary proposals would rank seventh in the 1985-86 school year. The Employer's MA minimum salary ranked fourth in Comparable Group A in the 1981-82 school year, sixth in the 1982-83 school year, ninth in the 1983-84 school year, and eighth in the 1984-85 school year. Both the Employer's and the Association's proposal would rank seventh in the 1985-86 school year. The Employer's MA tenth step salary ranked seventh in Comparable Group A in the 1981-82 school year, eighth in the 1982-83 school year, eighth in the 1983-84 school year, and eighth in the 1984-85 school year. Both the Employer's and the Association's proposals for the MA tenth step would rank seventh in the 1985-86 school year. The Employer's MA maximum salary ranked fourth in Comparable Group A in the 1981-82 school year, fourth in the 1982-83 school year, fourth in the 1983-84 school year, and fourth in the 1984-85 school year. Both the Employer's and the Association's 1985-86 MA maximum proposals would rank fifth in Comparable Group A. The Employer's schedule maximum ranked sixth in Comparable Group A in the 1981-82 school year, fifth in the 1982-83 and 1983-84 school years and sixth in the 1984-85 school year. The Association's proposal for the schedule maximum in the 1985-86 school year would rank eighth in Comparable Group A and the Employer's proposal would rank ninth. The Employer's career MA salary during the 1981-82 school year ranked fifth in Comparable Group A, seventh during the 1982-83 school year, and sixth in the 1983-84 and 1984-85 school years. Both the Employer's proposal and the Association's proposal would rank fifth in Comparable Group A for the 1985-86 school year.

Nine of the school districts in Comparable Group A have reached agreement on 1985-86 salary schedules and they provide average dollar increases per returning teacher ranging from a low of \$1,351.00 at Auburndale to a high of \$2,251.00 at Altoona and the average is \$1,785.00. The Employer's proposal would provide an average dollar increase per returning teacher of \$1,844.00 and the Association's proposal would provide \$1,876.00. During the 1984-85 school year the Wisconsin average teachers salary was \$24,577.00 and the Employer's average teacher salary was \$20,015.00. The 1985-86 Wisconsin average teacher salary was \$26,347.00. The Employer's proposal would provide an average teachers salary of \$21,859.00 and the Association would provide \$21,892.00. The 1985-86 salaries of the Employer's teachers will be even farther behind the state average than they were in the 1984-85 school year. The state average of budgeted revenues per pupil in the 1984-85 school year was \$3,942.00 and the Employer averaged \$3,606.00 or 93% of the state average. The state average teachers salary in the 1984-85 school year was \$24,577.00 and the Employer's average was \$20,015.00 or 81.4% of the state average.

In the 1984-85 school year the health insurance premium in Comparable Group A ranged from a low of \$142.46 per month at Gilman to a high of \$217.00 per month at Loyal and the average was \$180.05 per month. The Employer's health

insurance premium was \$184.68 per month for the family premium. In the 1984-85 school year the amount paid for the monthly health insurance premium in Comparable Group A ranged from a low of \$128.21 at Gilman to a high of \$185.00 at Loyal and the average was \$168.26. The Employer paid \$156.98 per month toward the family health insurance. Five school districts in Comparable Group A have paid 100% of the family health insurance premium, one paid 90%, another paid 86% and two others including the Employer paid 85% of the premium. The 1984-85 premiums for single coverage in Comparable Group A ranged from a low of \$56.77 at Gilman to a high of \$99.08 at Loyal and the average was \$70.68 per month. The school districts paid monthly premiums for single coverage ranging from \$51.09 at Gilman to a high of \$99.08 at Loyal. The Employer and seven other school districts paid 100% of the single premium and the other two paid 90% and 91%. The dental insurance premium in Comparable Group A in the 1984-85 school year ranged from a low of \$29.77 per month at Cadott to a high of \$51.58 at Loyal and the average was \$36.24 per month for family coverage. The Employer's premium was \$30.54 per month for the family coverage. The amount paid by the school district toward the family health insurance premium ranged from a low of \$10.42 per month at Fall Creek to a high of \$45.00 at Loyal and the average contribution by the school districts was \$31.88. The Employer contributed \$25.00 per month toward the family coverage. Four of the school districts paid 100% of the family premium and the others paid amounts ranging from 32% of the premium to 90% of the premium. The monthly rate for single coverage dental plans range from a low of \$8.40 at Fall Creek to a high of \$16.50 at Loyal and the average was \$11.56. The amounts contributed toward that insurance by the school districts range from the Employer's low of \$8.33 per month to a high of \$16.50 per month at Loyal and the average was \$11.20 per month. Six of the school districts in Comparable Group A paid 100% of the single premium and the remaining five paid amounts ranging from a low of 74% to a high of 95%. In the 1985-86 school year the health insurance premium in Comparable Group A ranged from a low of \$159.12 per month at Auburndale to a high of \$212.40 at Loyal and the average was \$183.42 per month. The school districts paid amounts toward the family coverage ranging from the Employer's low of \$155.33 per month to a high of \$191.54 at Owen-Withee and the average was \$172.48. Five of the school districts paid 100% of the health insurance premium while the remaining five in Comparable Group A paid amounts ranging from 85% of the family premium to 98%. The single coverage premium in Comparable Group A during the 1985-86 school year ranged from a low of \$60.61 per month at Fall Creek to a high of \$97.05 at Loyal and the average was \$71.08. The school district payment toward the single premium coverage ranged from a low of \$55.39 per month at Gilman to a high of \$97.05 per month at Loyal and the average was \$70.08 per month. Seven of the school districts including the Employer paid 100% of the premium for a single coverage and the remaining three paid amounts ranging from 68% up to 95% and the average was 99%. In the 1985-86 school year the family premium for dental insurance ranged from a low of \$32.40 per month at Cadott to a high of \$51.58 at Loyal and the average was \$37.44. The Employer's family dental insurance premium was \$32.10 per month. The amount contributed by the school districts in Comparable Group A toward family dental insurance coverage ranged from a low of \$10.42 per month at Fall Creek to a high of \$45.00 per month at Loyal and the average was \$33.23. Five of the school districts in Comparable Group A paid 100% of the family dental insurance premium during the 1985-86 school year and the others paid amounts ranging from 30% to 90% and the average was 88%. Single coverage premiums in Comparable Group A in the 1985-86 school year ranged from a low of \$8.40 per month at Fall Creek to a high of \$16.50 at Loyal and the average was \$11.53 per month. The school district contribution toward the single dental insurance premium ranged from a low of \$8.33 per month at Cornell to a high of \$16.50 per month at Loyal and the average was \$11.21 per month. Seven of the school districts paid 100% of the single dental insurance premium and the remaining three paid amounts ranging from 79% to 92%. The average was 97%.

The percentage of school district residents who are self-employed on a farm in Comparable Group A range from a low of 1/2% in Altoona to a high of 29.9% at Gilman and the average is 15.9%. 6.9% of the people in the Employer's school district are self-employed on farms. The dollar average of budgeted revenues

per pupil in Comparable Group A ranges from the Employer's low of \$3,907.00 to a high of \$4,701.00 at Greenwood. The average in Comparable Group A was \$4,264.00 and the state average was \$4,287.00. The Employer's budgeted revenues per pupil of 91.1% of the state average was the lowest percentage in Comparable Group A and the high was the 109.7% budgeted by Greenwood. The average in Comparable Group A was 99.5% of the state average. The equalized value per pupil in Comparable Group A ranged from the Employer's low of \$81,002.00 to a high of \$163,820.00 at Thorp. The average equalized valuation per pupil in Comparable Group A was \$119,422.00 and the state average was \$165,999.00. The levy rate in Comparable Group A during the 1985-86 school year ranged from the Employer's low of \$10.33 to a high of \$12.72 at Fall Creek and the average was \$11.64. The state average was \$12.27. The property tax per child in Comparable Group A during the 1985-86 school year ranged from the Employer's low of \$1,227.00 to a high of \$2,294.00 at Greenwood and the average was \$1,773.00. The state average was \$2,355.00. The Employer's contribution of 31.4% of the total revenues was the lowest in Comparable Group A and the high was 48.8% at Greenwood. The average in Comparable Group A was 41.5% and the state average was 54.9%. The revenue from sources other than property tax such as general and categorical aids, federal aids, and other aids in Comparable Group A range from the low of \$1,965.00 at Thorp to a high of \$2,912.00 at Altoona and the average was \$2,491.00. The state average was \$1,932.00. The percentage of total revenues contributed by the school district in Comparable Group A ranged from a low of 45.1% at Thorp to the Employer's high of 68.6%. The average was 58.5% and the state average was 45.1%. The general state aid per child in Comparable Group A during the 1985-86 school year ranged from a low of \$1,078.00 at Thorp to a high of \$2,120.00 at Altoona and the average was \$1,712.00. The state average was \$1,251.00. The Employer received \$1,960.00 per pupil in general state aids.

Three of the school districts in Comparable Group A including the Employer participated in a school evaluation program while the remaining seven did not. The rate of pay for overtime by a teacher to develop curriculum or evaluate school programs varies in Comparable Group A. Altoona pays at the current salary rate beyond the school year. Auburndale pays teachers 75% of their regular salary pay. Cadott pays \$7.85 per hour. Fall Creek prorates the teachers normal salary. Greenwood does all of the curriculum development work on released time and the teachers receive their regular rate. Loyal pays the regular rate to teachers with extended contracts and the others receive \$10.00 per hour for work outside of their regular contract. Owen-Withee pays teachers \$9.45 per hour to do curriculum development. Thorp pays \$325.00 per week for curriculum development if it is not done on released time. Colby pays teachers 2.2% of their base pay per week for summer work and curriculum development. Neillsville pays \$10.00 per hour for curriculum development. Stanley-Boyd pays teachers 100% of their hourly base rate for work done beyond the school year. The Employer gives teachers release time to develop a curriculum and they are not compensated other than their regular pay.

The Employer had 44 teachers in the 1984-85 school year and they received salaries totaling \$880,675.00. The Employer's proposal for 1985-86 would provide those same teachers with salaries totaling \$961,790.00 which is an increase of 9.21% and would provide an average increase per teacher of \$1,843.52. The Association's final offer for the 1985-86 school year would have a total cost of \$963,233.00 which would be an increase of 9.37% and the average increase per employee would be \$1,876.32.

During the period from June of 1984 to June of 1985 the urban wage earners and clerical workers consumer price index increased from 306.2 to 318.7 and the annual increase was 4.1%. The urban consumers consumer price index increased from 310.7 to 322.3 which was a 3.7% increase. In the 1977-78 school year the Employer paid a teacher at the BA base step \$9,250.00. That same teacher would now receive \$19,980.00 under the Employer's proposal and would have received increases totaling 81.62%. The Association's proposal would pay that teacher a salary of \$20,010.00 in the 1985-86 school year and the teacher would have received increases totaling 81.79%. The Employer would have paid a teacher at the BA +12 step \$10,800.00 in the 1977-78 school year. In the 1985-86 school

year the Employer proposes to pay that same teacher \$22,640.00 and the teacher would have received increases totaling 77.63%. The Association would pay that same teacher \$22,700.00 and the total of the increases over the period of time would have been 77.92%. The Employer paid a teacher at the BA +30 step \$12,150.00 in the 1977-78 school year. It proposes a salary of \$24,950.00 for the 1985-86 school year. During the period from the 1977-78 school year to the 1985-86 school year that teacher would have received increases totaling 75.73%. The Association proposes to pay the teacher \$25,025.00 in the 1985-86 school year and the teacher would have received increases totaling 76.06% since the 1977-78 school year. The Employer paid a teacher at the MA +12 step \$12,975.00 in the 1977-78 school year. It proposes to pay that same teacher \$26,350.00 in the 1985-86 school year and the teacher would have received increases totaling 74.62% since the 1977-78 school year. The Association proposes to pay that same teacher \$26,415.00 and the teacher would have received increases totaling 74.89%. In the 1977-78 school year the consumer price index was at a 182.6 and at the end of the 1984-85 school year it was at 319.1. The total of the annual increases in the consumer price index was 58.3% from the beginning of the 1977-78 school year to the end of the 1984-85 school year. In the past few years increases in Wisconsin teacher salaries have exceeded the rate of increase in the cost of living. Teachers lost ground to inflation in the 1980-81 and 1981-82 school years but caught up during the 1982-83 school year. Since that time their salary increases have outstripped inflation. During the period from the 1979-80 school year to the 1985-86 school year the total cost of teachers salaries and fringe benefits has increased a total of 61.76% if the Employer's 1985-86 final offer is utilized and 62.4% if the Association's final offer is utilized. During that same period the annual increases in the consumer price index totaled 50.6%.

Private sector employers in the Employer's area reached agreement with the Unions representing their employees on salary increases of 4% and 5%. Private sector employers not represented by Unions gave their employees increases of 1.5%, 4% and 5%. In 1986 the organized employees received increases ranging from 2.8% up to 10%. Those employers who did not bargain with Unions over wages gave their employees increases ranging from 1.5% to 4% in 1986. The City of Cornell gave its employees increases ranging from 1.3% to 2.5% and Chippewa County gave most of its employees 2.5% increases. Chippewa County's employees are represented by Unions. In the 1985-86 school year the Employer gave increases of 7.9% to its custodians, 6.8% to its cooks, 6.5% to its bus drivers and 17% to its clerical employees. The Chippewa County unemployment rate averaged 7.7% in 1985 and 7.6% in 1986. Its population increased from 47,717 in 1970 to 52,127 in 1980 and that was an increase of 9.24%. The rural population in 1980 was 32,812 or 62.9% of the total population. The median family income in Chippewa County in 1980 was \$17,548.00. The number of farms declined from 2,170 in 1974 to 1,850 in 1984. That was a decrease of 14.7%. The average size of farms increased from 215.7 acres to 238.6 acres during that same period and that was an increase in size of 10.6%. The number of acres of land in farms declined from 468,100 acres to 441,500 acres during that same period and that was a decline of 5.7%. 68.4% of the land in Chippewa County is in farms.

In January of 1984 the price of corn was \$3.03 per bushel. By January of 1985 it was \$2.52 a bushel and by January of 1986 it was \$2.30 per bushel. In August of 1986 the price of corn was \$1.70 per bushel. Milk cows sold for \$800.00 in January of 1984 and \$850.00 by January of 1985. In January of 1986 milk cows sold for \$730.00 and by July the price was up to \$790.00. Steers and heifers sold for \$57.20 per hundred in January of 1984 and \$57.50 in January of 1985. By January of 1986 the price had dropped to \$52.60 a hundred and by August of that year the price was \$50.70 per hundred. Slaughter cows sold for \$35.30 per hundred in January of 1984 and by January of 1985 the price was \$38.20. In January of 1986 the price of slaughter cows was \$34.40 per hundred and by August the price had increased to \$36.40. Calves sold for \$91.50 per hundred in January of 1984 and by January of 1985 the price had declined to \$87.60. By January of 1986 calves sold for \$84.90 per hundred and by August of 1986 the price had dropped to \$78.60 per hundred. The price of milk averaged \$13.40 per hundred weight in 1981, \$13.24 per hundred weight in 1982, \$13.25 per



hundred weight in 1983, \$13.15 per hundred weight by 1984, and \$12.30 per hundred weight in 1985. By August of 1986 the price of milk had declined to \$11.90 per hundred weight.

During the last five years land values in the Employer's general area have declined by 33%. During that same period the taxes on one average size farm with no new improvements increased from \$2,424.00 to \$3,853.00 which was a 58% increase. On that same farm insurance increased 58% from \$1,418.00 to \$2,244.00.

In 1985 the Employer's school district had a population of 10,328 people. The full value of the property within the district was \$53,461,358.00. The Employer levied taxes for the school district in the amount of \$809,995.00. The average adjusted gross income in the Employer's school district was \$4,255.00. That was well below the Chippewa County average of \$5,898.00 and the state average of \$8,289.00.

The Employer relies on a comparable group, hereinafter referred to as Comparable Group B, that includes Cornell, Fall Creek, Gilman, Greenwood, Loyal, Owen-Withee, Thorp, Altoona, Auburndale, Cadott, Colby, Mosinee, Neillsville, Stanley-Boyd and Osseo-Fairchild and is made up of the school districts in the Cloverbelt athletic conference. The Cloverbelt athletic conference has been the comparable group used in prior awards involving the Employer and the Association and one arbitrator split them into large districts and small districts. In Comparable Group B the populations of the school districts range from the Employer's 3,273 to a high of 9,598 at Mosinee. The median family income in Comparable Group B ranges from a low of \$14,088.00 at Gilman to a high of \$20,199.00 at Mosinee. The Employer's median family income is \$15,740.00. The per capita income in Comparable Group B ranges from a low of \$4,864.00 at Loyal to a high of \$6,618.00 at Altoona and the Employer's per capita income is \$5,470.00.

The number of full-time equivalent teachers in the 1985-86 school year in Comparable Group B ranged from a low of 44 at Thorp to a high of 109.64 at Mosinee. The enrollments in Comparable Group B school districts during that year ranged from the low of 633 at Fall Creek to a high of 1,863 at Mosinee. The school cost per pupil in the comparable group in the 1985-86 school year ranged from the Employer's low of \$2,796.24 to a high of \$3,279.96 at Altoona. The full value tax rate in Comparable Group B ranged from the low of \$10.85 per thousand at Mosinee to a high of \$12.72 per thousand at Fall Creek. The state aid per pupil in the comparable group ranged from a low of \$1,194.89 at Thorp to a high of \$2,056.57 at Fall Creek. The equalized valuation per pupil ranged from the Employer's low of \$82,732.00 to a high of \$168,645.00 at Thorp.

The BA minimum salary in Comparable Group B during the 1981-82 school year ranged from a low of \$11,800.00 at Fall Creek to a high of \$12,798.00 at Osseo-Fairchild and the Employer had a BA minimum of \$12,072.00. In the 1982-83 school year the BA minimum salary in Comparable Group B ranged from a low of \$12,600.00 at Stanley-Boyd to a high of \$13,909.00 at Osseo-Fairchild. The Employer's BA minimum salary in the 1982-83 school year was \$12,950.00. In the 1983-84 school year the BA minimum salary in Comparable Group B ranged from a low of \$13,225.00 at Loyal to a high of \$14,025.00 at Altoona. The Employer's BA minimum that year was \$13,350.00. In the 1984-85 school year the BA minimum salary in Comparable Group B ranged from a low of \$14,200.00 paid by the Employer, Gilman and Cadott to a high of \$15,050.00 paid by Osseo-Fairchild. The BA minimum salary in Comparable Group B in the 1985-86 school year ranged from a low of \$15,200.00 at Cadott to a high of \$15,822.00 at Fall Creek and the average was \$15,447.00. The Employer's proposal of a BA minimum of \$15,500.00 would rank seventh in the comparable group and the Association's proposal of \$15,450.00 would rank eighth. Both would be above the average.

The BA maximum salary in Comparable Group B during the 1981-82 school year ranged from a low of \$15,930.00 at Fall Creek to a high of \$19,021.00 at Altoona and the Employer paid \$16,830.00. In the 1982-83 school year the BA maximum

salary in Comparable Group B ranged from a low of \$17,804.00 at Osseo-Fairchild to a high of \$20,480.00 at Colby and the Employer paid \$18,010.00. In the 1983-84 school year the BA maximum salary in Comparable Group B ranged from a low of \$17,675.00 at Greenwood to a high of \$21,676.00 at Altoona and the Employer paid \$18,960.00. In the 1984-85 school year the BA maximum salary in Comparable Group B ranged from a low of \$18,809.00 at Greenwood to a high of \$22,874.00 at Altoona and the Employer paid \$20,250.00. In the 1985-86 school year the BA maximum salary in Comparable Group B ranged from a low of \$20,235.00 at Osseo-Fairchild to a high of \$24,304.00 at Altoona and the average was \$22,268.00. The Employer's proposed 1985-86 BA maximum salary of \$21,660.00 and the Association's proposal of \$21,720.00 would both rank tenth in Comparable Group B and both are below the average in the comparable group.

The MA minimum salary in Comparable Group B during the 1981-82 school year ranged from a low of \$12,799.00 at Fall Creek to a high of \$13,791.00 at Mosinee and the Employer paid \$13,031.00. In the 1982-83 school year the MA minimum salary in Comparable Group B ranged from a low of \$13,440.00 at Greenwood to a high of \$14,608.00 at Mosinee and the Employer paid \$14,000.00. In the 1983-84 school year the MA minimum salary in Comparable Group B ranged from a low of \$14,275.00 at Colby to a high of \$15,237.00 at Mosinee and the Employer paid \$14,610.00. In the 1984-85 school year the MA minimum salary in Comparable Group B ranged from a low of \$15,348.00 at Greenwood to a high of \$16,141.00 at Mosinee and the Employer paid \$15,460.00. In the 1985-86 school year the MA minimum salary in Comparable Group B ranged from a low of \$16,475.00 at Colby to a high of \$17,604.00 at Loyal and the average was \$16,929.00. The Employer's MA minimum proposal of \$16,970.00 for the 1985-86 school year and the Association's proposal of \$16,885.00 would both rank ninth in Comparable Group B.

The MA maximum salary in Comparable Group B during the 1981-82 school year ranged from a low of \$17,755.00 at Fall Creek to a high of \$23,088.00 at Mosinee and the Employer paid \$19,518.00. In the 1982-83 school year the MA maximum salary ranged from the low of \$20,110.00 at Owen-Withee to a high of \$20,465.00 at Mosinee and the Employer paid \$20,900.00. In the 1983-84 school year the MA maximum salary in Comparable Group B ranged from a low of \$20,810.00 at Owen-Withee to a high of \$25,514.00 at Mosinee and the Employer paid \$22,260.00. In the 1984-85 school year the MA maximum salary in Comparable Group B ranged from a low of \$22,520.00 at Owen-Withee to a high of \$27,031.00 at Mosinee and the Employer paid \$23,710.00. The 1985-86 MA maximum salary in Comparable Group B ranged from a low of \$23,743.00 at Auburndale to a high of \$27,722.00 at Altoona and the average was \$25,569.00. The Employer's 1985-86 MA maximum proposal of \$25,370.00 and the Association's proposal of \$25,435.00 would both rank eighth in Comparable Group B and both are below the average of the comparable group.

The 1981-82 schedule maximum salary in Comparable Group B ranged from a low of \$18,505.00 at Fall Creek to a high of \$25,168.00 at Altoona and the Employer paid \$20,225.00. In the 1982-83 school year the schedule maximum salary in Comparable Group B ranged from a low of \$20,290.00 at Greenwood to a high of \$27,046.00 at Altoona and the Employer paid \$21,660.00. The 1983-84 schedule maximum salary in Comparable Group B ranged from a low of \$21,670.00 at Owen-Withee to a high of \$28,662.00 at Altoona and the Employer paid \$23,130.00. In the 1984-85 school year the schedule maximum salary in Comparable Group B ranged from a low of \$23,950.00 at Gilman to a high of \$30,267.00 at Altoona and the Employer paid \$24,620.00. In the 1985-86 school year the schedule maximum salary in Comparable Group B ranged from a low of \$25,590.00 at Gilman to a high of \$32,159.00 at Altoona and the average was \$27,199.00. The Employer's 1985-86 proposed schedule maximum salary of \$26,350.00 would rank eleventh in the comparable group and the Association's proposal of \$26,415.00 would rank tenth in the comparable group and be below the average.

The average dollar increase per teacher in Comparable Group B during the 1985-86 school year ranged from a low of \$1,135.00 at Gilman to a high of \$2,251.00 at Altoona. The Employer's proposal would provide an average dollar increase per teacher of \$1,844.00 and the Association's proposal would provide

\$1,876.00. The percentage increases in Comparable Group B in the 1985-86 school year ranged from a low of 5.7% at Gilman to a high of 10.24% at Altoona. The Employer's proposal would provide a 9.21% average increase per teacher and the Association's proposal would provide a 9.37% average increase. The average total compensation increase per teacher in the 1985-86 school year in Comparable Group B ranged from a low of \$1,352.00 at Auburndale to a high of \$2,907.00 at Altoona. The Employer's proposal would result in an average increase in cost per teacher of \$2,370.00 and the Association's proposal would increase it \$2,410.00. The average percentage increase in total compensation in Comparable Group B for the 1985-86 school year ranged from a low of 4.78% at Auburndale to a high of 10.9% at Greenwood. The Employer's proposal would result in an average increase in compensation cost per teacher of 8.83% and the Association's proposal would increase the cost 8.97%.

Only three schools in Comparable Group B have any language in their collective bargaining agreement with respect to overtime pay. Loyal pays \$10.00 per hour for curriculum work and Mosinee pays a prorated share of the BA lane up to step six and Owen-Withee pays \$9.45 an hour. None of the other school districts have language in their agreements addressing overtime pay. The Association proposes that the Employer pay \$11.21 per hour for overtime work. It proposes that curriculum work or program evaluation done outside of the regular work day or work year should be paid at an hourly rate based on the BA base. The proposal would exclude pay for faculty meetings, staffings or parent conferences. The Employer proposes no language in the agreement dealing with a request of overtime or pay for curriculum work or program evaluation. The Employer's teachers performed 84 3/4 hours of curriculum work in the 1985-86 school year.

#### ASSOCIATION'S POSITION

The Association argues that Comparable Group A is the most appropriate comparable group because it was utilized by Arbitrator Jay Grenig in his Cornell award. It contends that consistency requires the utilization of the same comparable group in this proceeding with the exception of Gilman. The Association argues that Gilman should be excluded from the comparability group because of its wide variation from the normal pattern. It argues that its offer is more comparable than that of the Employer at five of the seven bench marks in Comparable Group A. The Association points out that its wage rates are more comparable at the BA seventh step, BA maximum, MA tenth step, MA maximum, and schedule maximum where experience and education are factors. It bases its arguments on the wage rate comparisons at the bench marks because they portray the differentials in salary schedules in the comparable group and compare what the various districts are paying at fixed levels of training and experience. The Association contends the reliable body of data for purposes of an informed resolution of a wage issue is the raw percentage increase and the actual salaries paid at the bench marks positions by school districts in the comparable group. The Association concedes that an analysis of the dollar increases in the wage rates or the percentage increases in the wage rates reveal increases above the comparable average but argues that it is necessary due to the need for catch-up. It points out that the Employer has no provision for longevity payments and many of the comparable groups pay even larger amounts to teachers at the maximum than a study of the bench marks reveal. The Association points out that the average state teacher salary for the 1985-86 school year is \$26,347.00 and the Employer's proposal would provide an average salary to its teachers \$4,488.00 below that. The average salary resulting from the Association's proposal is \$4,455.00 below the state average and a teacher must be at the schedule maximum to earn the state average. The Association argues that it is not equitable for the Employer's teachers to be paid at rates so far below the state average.

The Association takes the position that the Employer budgeted per pupil costs at 93% of the state average and it contends that the average teacher salary should be at least 93% of the state average but it was only 81.4%. It argues that 61% of the bargaining unit is on steps ten to 16 of the salary schedule and 27% of the unit has advanced degrees so its average should not be low.

The Association argues that the best gauge of the cost of living increases is the level of wage increases in the comparable districts and total compensation is not the basis for cost of living analysis. It contends that the cost of experience and education increments are not considered part of cost of living increases. It asserts that wage rates should be the basis for cost of living analysis. The Association contends that the fairest and most objective measure of what constitutes a reasonable settlement is the voluntary settlement pattern existing in the comparable employer-employee relationships and the consumer price index should be given little consideration.

The Association points out that its language proposal on overtime pay applies only to curriculum development or school program evaluations when the work is done outside of the regular work day or work year and is required. It asserts that as long as the Employer requires the work to be done during the regular work day through released time there will be no payments under the overtime language. The Association argues that the Employer claims the right to assign curriculum development and program evaluation as it chooses when it chooses and to pay no compensation if it extends past the contractual quitting time. It asserts that the Employer's proposal makes no provisions for extra pay for those employees who are required to work beyond the regular work day. The Association argues that school evaluation was begun by the Employer in the 1984-85 school year and it generated new work for bargaining unit members. It contends that the Employer's teachers had full-time jobs before this work was added and it is inequitable to require them to do additional work outside the regular school day without compensation. It points out that only Cadott and Greenwood participate in the school evaluation consortium or any school evaluation program and Greenwood provides release time and Cadott pays employees for extended contract assignments in addition to the regular school day. It asserts that eight of the comparable school districts in Comparable Group A provide extra compensation for extra work. The Association takes the position that the interest and welfare of the public is best met by maintaining a strong educational program that attracts new teachers of high capability and retains proven teachers. It asserts that wages paid to teachers are a significant component of the ability to attract and retain teachers and its proposal enhances the Employer's salary image. The Association points out the Employer has made no ability to pay argument. It contends that the basis for comparison should be what is paid for work in a particular profession. The Association asserts that the economic conditions of the Employer do not differ substantially from those found in the districts in Comparable Group A.

#### EMPLOYER'S POSITION

The Employer argues that its 1985-86 wage offer surpasses all increases given to area county employees as well as city employees and is above the highest increase given to any of the area municipal employees. It contends that its proposal exceeds the private sector wage increases. The Employer points out that its proposal is more reasonable when compared with increases given to its other employees and exceeds the internal settlement pattern by a considerable margin. The Employer argues that its selection of Comparable Group B consisting of all of the school districts in the Cloverbelt athletic conference plus Osseo-Fairchild which joined the conference last fall provides the arbitrator with the most applicable picture of relevant data. It points out that Altoona and Mosinee are influenced by their proximity to larger cities and have signifi-

The Employer points out that the main thrust of its proposal was to increase the BA base by \$1,300.00 to attract new teachers and provide an incentive that would entice teachers to move horizontally through the schedule by obtaining additional education. It points out that its proposal provides a \$30.00 increment on the lanes as compared to the Association's proposal of a \$25.00 increment. The Employer argues that its salary offer results in more money at the hiring step of the salary schedule to attract qualified teachers and the additional educational incentives should meet the needs of teachers at or near the top of their lanes. It argues that the wage increase must be considered in total with the benefits afforded to its employees and the average increase in total compensation per teacher is \$217.00 above the average in Comparable Group B. The Employer points out that its proposed increase exceeds the increase in the rate of inflation over the past year. It asserts that during the period from the 1977-78 school year to the 1985-86 school year the Employer's teachers have received increases that have exceeded the increase in the consumer price index by at least 16.32% and by as much as 23.32%. It argues that its teachers have kept well ahead of inflation over the past several years. The Employer contends that its final offer balances its constituency's interest and provides reasonable wage and benefit increases to employees without a significant impact on the taxpayers. It asserts that its proposal provides teachers with competitive wage and benefit levels that might even be considered excessive considering the economic hardship operating in the community and surrounding rural areas. The Employer takes the position that the welfare and interest of the public are not served by increases that grossly surpass every economic indicator and local settlement.

The Employer argues that the Association's offer results in a significant long term expense in the form of a new benefit to the teachers. It asserts that the time commitment required for curriculum development and evaluation of school programs cannot be accurately projected and it has no way of anticipating the cost of the new benefit. The Employer points out that only three districts of the 15 Cloverbelt athletic conference school districts pay for duties specifically relating to curriculum development or evaluation of school programs. The Employer takes the position that overtime is not warranted and the Association has offered no quid pro quo that would justify the receipt of such a benefit. The Employer asserts that time spent in curriculum development or evaluation of school programs should not be treated differently than classroom preparation or faculty meetings or staffings or parent conferences. It contends that teachers are professionals paid on an annual basis for tasks inherent in the process of teaching and curriculum development should be compensated as it is in the majority of comparable districts by the teachers annual wage.

Both the Employer and the Association proposed new language for the duration clause of the agreement. The Employer asserts that its language most closely resembles the status quo in the old agreement. It asserts that its proposal simply alerts anyone reading the agreement that there is a provision in the collective bargaining agreement that clearly and explicitly reserves to the Employer the right to operate the district during the term of the agreement.

#### DISCUSSION

The Association has proposed that the arbitrator rely on Comparable Group A because it was the same comparability group that Arbitrator Jay Grenix used in a

by the most recent settlements. Conference memberships, full-time equivalent faculty, enrollment, equalized valuation per pupil, state aids, geographical proximity, and factors of that nature determine the validity of a comparable group. The fact that one particular school district reaches a settlement that is substantially different from the rest of the comparable group does not eliminate it from the comparable group. It merely changes one of the factors that is utilized in determining averages and the overall pattern. Once a comparable group is established this arbitrator is reluctant to change it without evidence of an upheaval in the factors that are normally considered in determining comparable groups. The fact that one settlement in the comparable group is substantially different from most of the others does not change the validity of the comparable group. It only changes the averages and pattern. Once the validity of the comparable group is established the arbitrator should not tamper with it so that it is tailored to support the position of one of the parties.

The Employer favors Comparable Group B with the exclusion of Mosinee and Altoona as the proper comparable group. Comparable Group B consists of all of the school districts in the Cloverbelt athletic conference and the Employer argues that Altoona and Mosinee have different economic conditions from the rest of the comparable group. In May of 1986 Arbitrator Fred Kessler issued an award involving the Colby school district and he utilized Comparable Group B and that included the Employer. It is the Employer's position that if it was part of Arbitrator Kessler's comparable group that same comparable group is appropriate for comparison with the Employer. The arbitrator does not dispute that it is appropriate but he does dispute that the school districts of Mosinee and Altoona should be excluded because that would be tailoring what was found to be an appropriate comparable group in order to support the position of a party. The mere fact that the Employer was included in the comparable group that was utilized in the Colby school district award does not make it a more appropriate comparable group for comparison with the Employer. The arbitrator concedes that Comparable Group B as adopted by Arbitrator Kessler does have validity as a basis for comparison with the Employer but consistency suggests that primary reliance must be placed on the comparable group against which the Employer was measured in the award of Arbitrator Grenig.

The Employer's 1984-85 salary costs totaled \$880,675.00. Its 1985-86 wage proposal would cost \$961,790.00 which is an increase of \$81,115.00 or 9.21%. The average increase in salary per employee would be \$1,843.52. The Association's final offer for the 1985-86 school year has a cost of \$963,233.00 which is an increase of \$82,558.00 or 9.37%. It would provide an average increase per teacher of \$1,876.32. The difference in cost between the two proposals is \$1,443.00 for 44 teachers or \$32.80 per teacher. The \$1,443.00 difference in cost for 44 teachers in a total wage package of almost \$964,000.00 is so small as to be almost insignificant. None of the criteria set forth in the statute is so exact that the arbitrator is able to say that the total costs of one package more nearly meets the statutory criteria than the other. In terms of actual cost to the Employer the proposal of the Association comes as close to the Employer's ability to pay as that of the Employer. The interest and welfare of the public is not jeopardized by either wage proposal. With a difference of \$1,443.00 it would appear that both the Employer and the Union have made realistic proposals with costs that are similar.

The real differences between the two wage proposals is the manner in which the new money is placed in the salary schedule. The Employer proposes to increase its BA minimum salary by \$1,300.00 to \$15,500.00 and adjust the education increment by \$30.00 to \$210.00 and adjust the experience increment by \$10.00 to \$560.00. The proposal of the Association would increase the BA base by \$1,250.00 to \$15,450.00 and the education increment would be increase by \$25.00 to \$205.00 and the experience increment would be increased by \$20.00 to \$570.00. The Employer argues that the increase in the BA base by an additional \$50.00 over the Association's proposal would attract new teachers. The Employer had no new teachers in the beginning steps of any of its salary lanes in the 1985-86 school year and no evidence was presented that the Employer has had any difficulty in obtaining new teachers. It would appear that there is not much

merit to the Employer's position that the beginning salaries need to be increased because it hired no new teachers in the beginning experience steps of each lane. The additional \$50.00 that it proposed to place at the beginning step of each lane would have had no cost to the Employer because there were no teachers in those slots on the salary schedule. The Employer makes a better argument for its proposal to increase the education increment by \$30.00 as opposed to the \$25.00 proposed by the Association. It correctly argues that a higher educational increment will motivate teachers to seek more training that would make them better teachers and would be in the interest and welfare of the public. That is a noble purpose because the interest and welfare of the public require more training for teachers in these days of rapidly changing technology and increased educational requirements to obtain good jobs. The salary schedule should be designed to motivate teachers to move laterally on the salary schedule and obtain additional credits and training to enable them to meet the needs of the students. However it appears that the existing salary schedule has achieved that very result. The Employer had 44 teachers in the 1985-86 school year and only seven had not received training beyond a bachelor's degree. Three of them were only in their second year of teaching. 20 of the 44 teachers had more than 18 credits beyond their bachelor's degree and eight of them had masters degrees. The salary schedule as it exists has motivated teachers to move laterally on the salary schedule by obtaining additional education and training and that does not appear to be a problem.

The Employer argues that it is reluctant to increase the experience increments because that would deter teachers from obtaining the additional credits and training that would enable them to move laterally on the salary schedule. An examination of the placement of teachers on the salary schedule in the 1985-86 school year reveals that there were no teachers in the last three steps of the first two lanes of the salary schedule. There were 6.5 full-time equivalent teachers in the last experience step of the BA +12 lane but those teachers have demonstrated that they are interested in gaining the additional credits and training needed to move laterally on the salary schedule. The same would apply to the two teachers in the last step of the BA +18 lane, the three teachers in the last step of the BA +24 lane, the five teachers in the last step of the BA +30 lane, the one teacher in the last step of the BA +36 lane, and the one teacher in the last step of the MA +6 lane. There are two teachers in the last experience step of the MA +12 lane and that is the schedule maximum. It would appear that the Employer's teachers have sought the additional credits and training necessary to move laterally on the salary schedule and emphasis on incentives for such movement is not a matter of overwhelming necessity. The very fact that the Employer does have a number of teachers at the last experience step in the lanes requiring additional credits and training justifies sweetening the experience steps in order to retain those teachers with substantial experience who have obtained additional credits and training. The Association's proposal increases the educational increments by a sufficient amount to continue motivating teachers to move laterally on the salary schedule. The somewhat larger experience increment proposed by the Association serves as an incentive for those 20.5 full-time equivalent teachers who are at the top of their experience lanes and have received training and credits beyond the BA +6 to remain with the Employer. The arbitrator is not prepared to say that the Association's proposal more nearly meets the interest and welfare of the public criteria than the Employer's proposal but it certainly is just as close. The retention of experienced teachers, particularly those 20.5 full-time equivalent teachers who have reached the top of their experienced lane and who have earned credits and receive training beyond the BA +6 level, is just as important as motivating teachers to move laterally on the salary schedule. Lateral movement on the salary schedule has been occurring and there is no evidence that the Employer is having a problem motivating teachers to seek credits and training beyond the BA level.

The Association's proposal is closer than the Employer's to the averages of Comparable Group A at five of the seven bench marks on the salary schedule. The salaries in the Association's proposal at the BA seventh step, BA maximum, MA tenth step, MA maximum and schedule maximum come closer to the averages of the

comparable group where both experience and education accrue. Both the Employer's and the Association's proposals provide dollar average increases per teacher that are slightly higher than the average in Comparable Group A and the difference between them is only \$32.00 per teacher. One is as desirable as the other and the overall cost resulting from the differences is not significant enough to make either position more reasonable than the other.

Both the Association's proposal and that of the Employer would come close to maintaining the Employer's ranking in Comparable Group A at the bench marks. In the 1984-85 school year the Employer ranked last in Comparable Group A at the BA minimum step. The Employer's 1985-86 proposal would increase the ranking to fifth and the Association's proposal would increase it to sixth. In the 1984-85 school year the Employer's BA seventh step salary ranked fifth in the comparable group and in the 1985-86 school year the Association's proposal and that of the Employer would lower the rank of the BA seventh step salary to sixth. In the 1984-85 school year the Employer's BA maximum salary ranked eighth in Comparable Group A and the Association's proposal and that of the Employer would increase that ranking to seventh in the 1985-86 school year. In the 1984-85 school year the Employer's MA minimum salary ranked eighth in Comparable Group A and the 1985-86 proposals of both the Employer and the Association would raise the MA minimum salary rank to seventh in Comparable Group A. The Employer's 1984-85 MA tenth step salary ranked eighth in Comparable Group A and both the Employer's and the Association's proposals for the 1985-86 school year would improve the Employer's MA eighth step salary rank in Comparable Group A to sixth. The Employer's 1984-85 MA maximum salary ranked fourth in Comparable Group A and the Association's proposal and the Employer's proposal for the 1985-86 school year would retain that ranking of sixth. The Employer's schedule maximum salary ranked sixth in Comparable Group A during the 1984-85 school year. The Association's proposal would rank seventh in Comparable Group A for the 1985-86 school year and the Employer's proposal would drop the ranking to ninth.

The salary proposals for both the Employer and the Association would result in the same ranking in Comparable Group A at most of the bench marks. The Association's proposal comes somewhat closer to the average of Comparable Group A at more bench marks than that of the Employer but they are both very close to the average and there is little difference between them in most respects. The differences between the two wage proposals are so small that it is hard to say that one more closely meets the statutory criteria of comparability than that of the other. They are both realistic salary proposals and the arbitrator recognizes that each of the parties has made a good faith effort to bargain out a salary schedule that is reasonable. The Employer has structured its proposal to achieve results that are somewhat different than those sought to be achieved by the Association's proposal. Both proposals meet the statutory requirements of comparability and the arbitrator would not be uncomfortable with either salary proposal. Both proposals provide increases that exceed the increase in the cost of living by about the same amount. While the proposal of the Employer comes slightly closer to meeting the increase in the cost of living than that of the Association they are both so close that neither one could be said to be more reasonable than the other. The proposal of the Employer and the proposal of the Association both exceed the increases given to other nonteaching public employees in the area and private sector employees by a substantial amount. However they are close to each other and that criteria does not make one proposal more desirable than the other. The overall compensation issue falls into the same category. There is only \$1,440.00 difference or \$32.80 per teacher between the two proposals and they have approximately the same impact on the amount of overall compensation. Under the circumstances neither one could be considered more desirable than the other. There have been no changes during the pendency of the arbitration proceedings that makes either wage proposal more desirable than the other nor are there any other factors normally taken into consideration in determining wages, hours and conditions of employment that would have an impact. Both salary proposals fall within the lawful authority of the municipal employer. The salary proposal of the Employer and the salary proposal of the Association approach the statutory criteria in about the same degree and it is difficult to find one more desirable than the other. The



arbitrator is satisfied that the salary proposals are equally close to the statutory criteria and the differences are so insignificant that neither one should determine the result in this proceeding.

The issue involving the duration provision of the collective bargaining agreement is even less significant than the issue of wages. Both the Employer and the Association are seeking to alter the status quo. Their proposals are identical with the exception of the last sentence of the Employer's proposal which states that "in so agreeing the parties recognize the management rights clause contained in Article VI of the agreement". The fact is that the management rights clause remains in the collective bargaining agreement and the proposal of the Employer does nothing to change it. As long as the management rights clause remains in the collective bargaining agreement nothing is achieved by inserting a sentence in the duration clause stating that the parties recognize the management rights clause. In the Employer's brief it admitted that its proposal adds nothing to that which has already been agreed upon by the parties. The arbitrator agrees and he considers the issue to have no significance. Each party's position on the issue of the duration clause adheres as closely to the statutory criteria as the position of the other party and neither one is more desirable or reasonable than the other. The issue is so insignificant that the arbitrator will not waste more time on it other than to state that the two positions have no impact in determining the results of this proceeding.

The third issue between the parties involves the Association's proposal for overtime pay. It proposes that if a teacher is required to develop curriculum or evaluate school programs outside of the regular work day or work year the teacher shall be paid at an hourly rate based on the BA base. The overtime provision applies only to those meetings or individual work times in which curriculum development or evaluation of school programs outside of the regular work day or work year is done and does not apply to other faculty meetings, staffings or parent conferences. The Employer makes no proposal with regard to overtime and objects to the inclusion of the Association's proposal in the collective bargaining agreement.

The Association's proposal is to be applied only to curriculum development or school program evaluation when such work is done outside of the regular work day or work year and the Employer must have authorized the meetings or individual work times. It would not be work compensated under "SEC CHAIR, Co Chair". The Employer has most curriculum development and school program evaluation done during the regular work day through released time. As long as it continues having that type of work done during the regular work day through released time no payments would result from the overtime provision proposed by the Association. If the Employer elects to assign the additional work as it chooses when it chooses it could require a teacher to work beyond the contractual quitting time and the teacher should be paid. It would not be equitable to pay all teachers the same amount even though the work day of a few might be extended to perform curriculum development or school program evaluation. The Employer's proposal provides no payment for its assignment of teachers to school program evaluation or curriculum development. It makes no allowance for those teachers who are required to work a few hours beyond the regular work day and those who are required work many hours. The Employer has agreed to make payments to the SEC CHAIR and Co Chair that are involved in school program evaluation and curriculum development but it has not agreed to make payments to other teachers who are required to engage in this work. It makes sense to treat all teachers the same in terms of wage rates paid for certified work done outside the negotiated school day or school year. There is no justification for paying regular teaching salaries during the regular work day or year and paying lower wage rates outside of those hours for the same work. The Employer has agreed to make payments for duties involving less responsibility and professional expertise such as ticket takers and it is inequitable not to pay teachers for professional work such as school program evaluation and curriculum development that is not assigned to all teachers in the same amount and is performed outside of the regular school day and school year. The Employer began school program evaluation in the 1984-85 school year and it generated new work for members of the

bargaining unit. The Employer's teachers are paid their salaries for their regular teaching assignment and they should receive additional pay for any work that they are required to perform outside the normal school day and school year. Only Cadott and Greenwood in Comparable Group A are involved in a school evaluation program. Greenwood provides release time under the maintenance of standard clause and no overtime can be ordered. Cadott pays its teachers for extended contract assignments in addition to the regular school day. Eight of the school districts in Comparable Group A provide payment for curriculum work and recognize that extra compensation must be provided for extra work.

The Employer argues that the Association's overtime proposal is a significant long term expense in the form of a new benefit afforded to the teachers. The fact is that it is not a new benefit. The Employer has just become involved in a school evaluation program that requires additional work by its teachers. It can make the determination of whether it is to be performed outside of the regular school day or school year. Thus it determines whether or not the teachers receive any additional benefit by its decision on whether or not they will be required to work beyond the regular school day or school year. The Employer argues that it should not be forced to implement a new benefit. The Association's proposal does not force the Employer to implement any new benefit. It merely requires the Employer to pay its employees for work performed above and beyond that normally required of all teachers who have a teaching assignment. This is not a situation where each teacher is required to work the same amount of time over and above his or her regular teaching assignment. It is a case where the Employer selects certain teachers and requires them to perform duties outside of the regular school day and school year over and above what is required of the rest of the bargaining unit. That would result in a substantial inequity that is unfair and unreasonable and contrary to accepted standards. This is not a case where new language is being imposed on a collective bargaining relationship to replace that which was agreed upon by parties in negotiations. Here the Employer has unilaterally made the determination that it will require some of its teachers to work beyond the regular school day and school year to perform program evaluation and curriculum development that the remaining members of the bargaining unit are not required to do. Such an inequity compels the arbitrator to endorse the language proposed by the Association that would compensate those teachers who are required to perform additional professional functions outside the regular school day and school year not required of the rest of the bargaining unit.

The arbitrator is of the opinion that the overtime issue is an issue that could best be resolved at the bargaining table. The fact is that it was presented at the bargaining table and the Employer was unwilling to agree to an equitable resolution of the issue. It is the only significant issue involved in these proceedings. There are no statutory criteria that would justify denial of extra pay to teachers for professional work performed outside the regular school day and school year that all of the teachers are not required to perform.

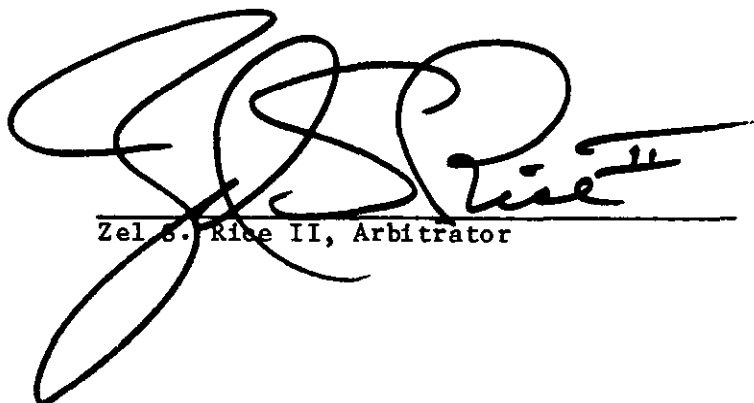
The proposal of the Association with respect to the overtime issue is not unreasonable and there is no basis for the arbitrator to reject it. The positions of the Employer and the Association on the issues of salary schedule and the duration of the agreement are very similar and the differences between the positions of the parties on the two issues are so minimal that they do not impact on this award. The Employer's position on the issue of paying teachers for school program evaluation and curriculum development that they are required to perform outside of the regular school day and school year is unreasonable and inequitable and tips the scales of this award in favor of the Association.

It therefore follows from the above facts and discussion thereon that the undersigned renders the following

AWARD

After full consideration of the criteria set forth in the statutes and after careful and extensive examination of the exhibits and briefs of the parties the arbitrator finds that the Association's final offer more closely adheres to the statutory criteria than that of the Employer and directs that the Association's proposal contained in Exhibit A be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin this 20th day of March, 1987.



Zel S. Rice II, Arbitrator

RECEIVED

EXHIBIT 77

JUN 26 1986

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

NAME OF CASE: CORNELL SCHOOL DISTRICT  
Case 9 No. 35166 MED/ARB-3328

The following, or the attachments hereto, constitute our final offer for the purpose of mediation/arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

June 25, 1986  
(DATE)

Mary Virginia Quader  
(SIGNATURE) (REPRESENTATIVE)

On behalf of: CORNELL EDUCATION ASSOCIATION

FINAL OFFER  
CORNELL EDUCATION ASSOCIATION

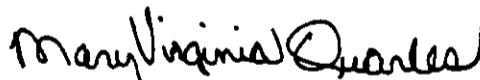
1. All items in existing contract, except for stipulations and,
2. Article VIII F. Overtime Pay.

If a teacher is required to develop curriculum or evaluate school programs outside of the regular workday or work-year, the teacher shall be paid at an hourly rate based on the BA Base [BA Base  $\div$  (190 x 7.25)]. This section refers only to those meetings or individual work times in which the aforementioned type of work is done and shall not be applied to other faculty meetings, staffings, or parent conferences.

3. Article XI - Duration, Section B:

The District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to: (1) any subject or matter specifically referred to or covered in this Agreement; (2) subjects or matters that arose as a result of the parties' proposals during bargaining but which were not agreed to.

4. Salary - Adjust the base by \$1250 (\$15,450)  
the ed. inc. by \$25 (\$205)  
the ex. inc. by \$20 (\$570).  
(Attached Schedule reflects only wages; other items on that page in contract would be changed only by stipulation.)

  
Mary Virginia Quarles  
June 25, 1986

SCHOOL DISTRICT OF CORNELL  
CORNELL, WISCONSIN

SALARY SCHEDULE  
1985-86

EXP.	B.A.	B.A. +6	B.A. +12	B.A. +18	B.A. +24	B.A. +30	B.A. +36	M.A.	M.A. +6	M.A. +12
0	15,450	15,655	15,860	16,065	16,270	16,475	16,680	16,885	17,090	17,295
1	16,020	16,225	16,430	16,635	16,840	17,045	17,250	17,455	17,660	17,865
2	16,590	16,795	17,000	17,205	17,410	17,615	17,820	18,025	18,230	18,435
3	17,160	17,365	17,570	17,775	17,980	18,185	18,390	18,595	18,800	19,005
4	17,730	17,935	18,140	18,345	18,550	18,755	18,960	19,165	19,370	19,575
5	18,300	18,505	18,710	18,915	19,120	19,325	19,530	19,735	19,940	20,145
6	18,870	19,075	19,280	19,485	19,690	19,895	20,100	20,305	20,510	20,715
7	19,440	19,645	19,850	20,055	20,260	20,465	20,670	20,875	21,080	21,285
8	20,010	20,215	20,420	20,625	20,830	21,035	21,240	21,445	21,650	21,855
9	20,580	20,785	20,990	21,195	21,400	21,605	21,810	22,015	22,220	22,425
10	21,150	21,355	21,560	21,765	21,970	22,175	22,380	22,585	22,790	22,995
11	21,720	21,925	22,130	22,335	22,540	22,745	22,950	23,155	23,360	23,565
12			22,700	22,905	23,110	23,315	23,520	23,725	23,930	24,135
13				23,475	23,680	23,885	24,090	24,295	24,500	24,705
14					24,250	24,455	24,660	24,865	25,070	25,275
15						25,025	25,230	25,435	25,640	25,845
16									26,210	26,415

MJA  
6/25/86

STIPULATION

~~FIRST FIVE OFFER~~

All items in existing K, except:

- ① Side letter agreement to switch to PAR
- ② Add to Salary Schedule -  
Effective 1/1/86, 6% of total earnings  
to teacher's retirement system.
- ③ Layoff - 3 year recall
- ④ Calendar
- ⑤ Co-Curricular (Art 8, c)  
adjust all rates by 6% (round to nearest \$5)  
except freeze: golf, gymnastics, AD, Drama (see contract)  
+ Jr high coaches  
add: SEC Co Chair \$250
- ⑥ 1 year K  
~~7. \$15,200 (Base)~~  
~~+10 Step Increment (\$500)~~  
~~+40 Lane Increment (\$190)~~  
~~8. Work Day~~  
~~Change Article 10 K by replacing "8-3" w/  
"7<sup>05</sup> to 7<sup>45</sup>"~~

M/Quarles  
10/17/85

Respectfully submitted,

Stephen L. Wald  
9<sup>30</sup> 10/17/85

EXHIBIT B

MULCAHY & WHERRY, S.C.  
ATTORNEYS AT LAW

21 SOUTH BARSTOW STREET  
P O BOX 1030  
EAU CLAIRE WISCONSIN 54702-1030  
715-839-7786

OFFICES:  
MILWAUKEE  
EAU CLAIRE  
GREEN BAY  
MADISON  
OSHKOSH  
SHEBOYGAN  
WAUSAU  
HOLLYWOOD FLA

RECEIVED  
AUG 12 1986  
WISCONSIN CASE & WEINE DIVISION  
WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION  
CABLE TELEVISION

August 11, 1986

Mr. Robert McCormick  
Wisconsin Employment Relations  
Commission  
P.O. Box 7870  
Madison, WI 53707-7870

Re: Final Offer of the Cornell School District  
Med/Arb-3328

Dear Mr. McCormick:

The following, including the attachments hereto, constitutes the Cornell School District's final offer for the purpose of mediation/arbitration pursuant to Section 111.70 (4) (cm) 6., Wis. Stats. A copy of the final offer is by copy of this letter being submitted to the other party involved in this proceeding. The undersigned has received a copy of the final offer of the other party. Each page of the attachments hereto has been initialed by me.

The 1984-85 contract shall remain in effect in 1985-86 except as follows:

1. Revise the salary schedule grid to read as found in Attachment A. The grid was developed by:
  - a. Adjusting the base by \$1300 to \$15,500; and,
  - b. Adjusting the education increment by \$30 to \$210; and,
  - c. Adjusting the experience increment by \$10 to \$560.
2. Revise to reflect all agreements found in the Stipulation of Tentative Agreements (Attachment B).
3. Amend Article XI, Duration, paragraph B, to read as follows:

The District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to:  
(1) any subject or matter specifically referred to or covered in this Agreement; (2) subjects or matters that arose as a result of the parties' proposals during bargaining



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AUG 12 1986

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

Mr. Robert McCormick  
August 11, 1986  
Page 2

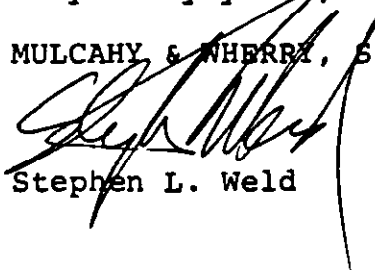
but which were not agreed to. In so agreeing, the parties recognize the Management Rights Clause contained at Article VI of this Agreement.

The Board offer is consistent with discussions that I have had with Union Representative Quarles. Accordingly, it would appear appropriate that the investigation be closed at this time and a mediator/arbitrator appointed.

If you have any questions, please so advise.

Very truly yours,

MULCAHY & WHERRY, S.C.

  
Stephen L. Weld

SLW/sh  
Enclosure  
c: Mary Virginia Quarles  
Bernard Bennett

RECEIVED

AUG 12 1986

ATTACHMENT A

CORNELL TEACHERS 85/86 15500 BASE/30 LANE/10 STEP INCR  
7-29-86 00:30:51

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION  
15500730710

SALARY SCHEDULE

1985-86

LANE STEP	BA	B6	B12	B18	B24	B30	B36	MA	M6	M12
0	15500	15710	15920	16130	16340	16550	16760	16970	17180	17390
1	16060	16270	16480	16690	16900	17110	17320	17530	17740	17950
2	16620	16830	17040	17250	17460	17670	17880	18090	18300	18510
3	17180	17390	17600	17810	18020	18230	18440	18650	18860	19070
4	17740	17950	18160	18370	18580	18790	19000	19210	19420	19630
5	18300	18510	18720	18930	19140	19350	19560	19770	19980	20190
6	18860	19070	19280	19490	19700	19910	20120	20330	20540	20750
7	19420	19630	19840	20050	20260	20470	20680	20890	21100	21310
8	19980	20190	20400	20610	20820	21030	21240	21450	21660	21870
9	20540	20750	20960	21170	21380	21590	21800	22010	22220	22430
10	21100	21310	21520	21730	21940	22150	22360	22570	22780	22990
11	21660	21870	22080	22290	22500	22710	22920	23130	23340	23550
12			22640	22850	23060	23270	23480	23690	23900	24110
13				23410	23620	23830	24040	24250	24460	24670
14					24180	24390	24600	24810	25020	25230
15						24950	25160	25370	25580	25790
16									26140	26350

Remainder of page 18 to remain as in prior agreement  
except as amended in the Stipulation of Tentative Agreements.