

JUL 06 1987

STATE OF WISCONSIN  
BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the	:	
Mediation/Arbitration Between	:	
MIDDLETON EDUCATION ASSOCIATION	:	Case 37
and	:	No. 37259 Med/Arb-3966
MIDDLETON-CROSS PLAINS AREA	:	Decision No. 24092-A
SCHOOL DISTRICT	:	

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APPEARANCES:

Mallory K. Keener, UniServ Director, Capital Area UniServ-South, appearing on behalf of Middleton Education Association.

Mulcahy & Wherry, S.C., by Jon E. Anderson, appearing on behalf of the Middleton-Cross Plains Area School District.

ARBITRATION HEARING BACKGROUND AND JURISDICTION:

On December 23, 1986, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator under Section 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse between the Middleton Education Association and the Middleton-Cross Plains Area School District. Pursuant to statutory requirement, the arbitrator met with the parties for mediation on March 10, 1987 in Middleton, Wisconsin. The parties were unable to resolve their differences and the matter proceeded to arbitration that same day. During the hearing, the Middleton Education Association, hereinafter referred to as the Association, and the Middleton-Cross Plains Area School District, hereinafter referred to as the Employer or the District, were given full opportunity to present relevant evidence and make oral argument. Briefs were filed with the arbitrator on April 30, 1987.

THE FINAL OFFERS:

The remaining issues at impasse between the parties in both disputes concern wages. The final offers of the parties are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

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

POSITIONS OF THE PARTIES:

Although the parties agree part of the appropriate set of comparables should include those districts within the athletic conference and Sun Prairie, each proposes the set include other districts. The Association seeks to include the Madison School District within its set of comparables and the District seeks to include Lodi, Mount Horeb, Verona, Waunakee and Wisconsin Heights within its set of comparables. Further, based upon a previous arbitration decision within the District, each argues the set it proposes is consistent with the comparables used in the previous arbitration.

The Association maintains its comparables, the same set of comparables it proposed in the previous arbitration affecting the District, were selected on the basis of relative size, geographical proximity, similarities in school finance, proximity to a major metropolitan area and other economic factors. It

continues that its proposed set of comparables is more appropriate not only because the districts share a number of similarities but because they were used by the previous arbitrator in the prior decision. Further, arguing against the districts proposed as comparables by the Employer, the Association declares several of the districts are much smaller and several are more agriculturally oriented. Finally, the Association contends the Madison School District should be included within the set of comparables, even though it is much larger, since it is the hub of a labor market which has considerable influence upon the District.

The District, also asserting its set of proposed comparables were used in the previous arbitration affecting it, posits its set of comparables should be selected in order to establish a reliable foundation for voluntary settlements between the parties in the future. It rejects the Association's set of proposed comparables asserting there is no evidence which supports its selection and that the Association's choice of comparables "disavow(s) the most important comparable criterion, . . . , geographic proximity." It further maintains that its selected comparables are supported by other criteria in addition to size and geographic location and urges that they, therefore, should be considered most relevant.

Prior to arguing the merits of its final offer, the Association challenges what it considers to be the District's effort to modify its final offer without permission from the Association. Referring to the District's assertion that it intended to delete Step 1 in each lane in its final offer on salary, the Association posits this attempt at clarification, if that is the District's intent, cannot be considered in the arbitration since it constitutes an effort to modify the final offer after certification, an authority which the arbitrator does not have.

In addition, the Association argues the intent of the District, when it certified its final offer, is not the same as the "clarification" it now asserts. As support for its argument, the Association cites the bargaining history preceding the certification of the final offers and the mediation which took place during the informal investigation. In that regard, it posits restoration of Step 1 was a "significant matter throughout negotiations for the 1986-87 salaries," and it declares the sole difference between the parties during the investigation phase of this dispute centered on the amount of the Bachelor's base.

In regard to the merits of its final offer, the Association asserts its offer is more reasonable when compared with settlements reached among the comparable districts; when compared with the benchmark analyses; when the District's ability to pay the costs of the proposal is considered and when the size and composition of the District is considered. Starting with a comparison of the dollar per returning teacher average for the four districts among its comparables which were settled at the time of hearing, the Association declares this reliable measure of gains in teacher salaries not only indicates its offer is more reasonable but that the District's wages are falling since both offers result in an average dollar per returning teacher figure which is less than the average established by the settled districts. Continuing, the Association questions the average percent of package increase comparison asserting it is difficult to determine, "with any precision what has gone into determining a percent figure."

Suggesting another reliable measurement of wage increases is through benchmark analysis, the Association declares this analysis also supports its offer. Excluding Madison from its comparisons this time, the Association states that benchmark comparisons for 1985-86 made with the remaining three settled districts indicate the District has made some gains. It asserts, however, that these gains are "paper" ones only since the comparison is influenced by the District's deletion of Step 1 on its schedule during 1985-86. This gain, it argues, only affects the relatively few teachers who were newly hired in the District during 1985-86. Illustrating the "true" comparison of the final offers with the settlement pattern at the benchmarks, the Association continues that both offers fall from this pattern at every benchmark and concludes its offer must be found more reasonable since it allows for less erosion than the District's proposal.

Referring to the District's financial ability to pay the costs of the final offers, the Association maintains that the community "is well able to afford the costs of its educational system." In support of its position, the

Association cites the community's continued growth, its "modest" taxes compared to other area communities, the District's per capita income level for its residents, the District's building and expansion program which has been supported by the citizenry over the past ten years, the amount of compensation the District is willing to pay its administrators and the results of the School District Community Survey which was completed in April, 1986.

Finally, the Association argues that since the Employer is the 33rd largest district in the state, its salaries should reflect that status. Asserting it does not, however, the Association notes that review of the average salary paid in the District compared to the average salaries paid in other Wisconsin districts indicates salaries within the District continue to deteriorate. It also notes that historically this District and Sun Prairie have been considered close comparables and even a comparison of this year's proposals with the end point of salaries established in Sun Prairie in 1985-86 shows deterioration will occur and that, therefore, its offer is more reasonable than the District's.

The District, emphasizing the interest and welfare of the public criterion, declares its offer, under this criterion, is "amply supported by the economic situation within the District." Asserting the local tax levy, after state credits, has increased by 9.54% despite the fact that the District's budget only increased by 3.47%; that the growth in equalized valuation has "dropped precipitously" to only 1.75% growth, and that it is receiving less state aids than it did previously, the District argues these financial factors dictate a more modest wage increase than that sought by the Association. It continues that "despite this financial disadvantage," it proposes an offer which is closer to the average than is the Association's offer when compared with the average established by its proposed comparables.

Further, arguing that the timing of settlements and the effects of multi-year settlements must be examined closely to determine the appropriate weight afforded such settlements, the District maintains that since this dispute is over a limited reopener for the second year of a two year agreement, the increase over two years must be considered and weighed appropriately. It continues that this comparison indicates the two year settlement level under the Association's offer far surpasses the average of the comparable districts while its proposal places the "teachers precisely in line with the two-year average settlements."

Declaring total compensation is a relevant factor in determining the reasonableness of the final offers, the District continues that its offer becomes even more reasonable when the value of the paid benefits within the District is considered. Stating it provides greater benefits than do the comparable districts because the parties place greater weight upon the value of benefits, the District concludes its wage offer, combined with these benefits, becomes even more appropriate since the average salary paid its teachers combined with the insurance benefit alone indicates its teachers are better paid than those in the comparable districts.

Cautioning against a direct comparison of the 1985-86 relationship to the average with the 1986-87 relationship to the average "due to the number of unsettled districts ... and the schedule alterations" which it contends have occurred, the District asserts the "utility of 'internal' benchmark comparisons ... is severely compromised." In support of its position, it cites its change in the schedule structure in 1985-86 wherein Step 1 was dropped from the schedule, a frozen increment in Oregon in 1985-86, the addition of a lane in the 1986-87 Verona agreement and the "substantial revision in schedule structure in Mount Horeb in 1986-87." Referring to these changes, the District posits less importance should be attached to the comparison since it is difficult to determine the impact of the increases on teachers as they move through the schedules.

On the other hand, making benchmark comparisons, excluding internal schedule comparisons, the District argues "considerable emphasis must be accorded the value of the MA Maximum and Schedule Maximum benchmarks." Stating the scattergram shows approximately 62% of the staff is located on the MA lanes and that 30% of the staff is at the MA on the maximum steps, the District asserts these comparisons become the most important ones and argues,

consequently, that "the below average performance at the BA maximum benchmark should be accorded no consideration as to the outcome of this dispute."

In reference to the "apparent misunderstanding which came to light at the hearing...", the District declares it intends to continue the practice it established in the 1985-86 agreement in 1986-87 despite the fact that the "'additive' sentence was not inserted" in its final offer. Maintaining this was simply an oversight, the District asserts its intent relative to the final offer is demonstrated by the fact that its "comparative exhibits were prepared on the assumption that the base step in each and every lane of the schedule would be Step 2." It continues this intent is also reflected in the bargaining notes but adds that since confusion over this issue occurred during the hearing, "clarification was warranted."

Relying upon other comparisons, the District asserts its employees fare well under its final offer when the increase is compared with increases received by other district employees, by area employees and by professionals in private employment. The District charges that its final offer will result in its teachers receiving a salary increase which "far exceed(s) those of the other classifications of employees" within its employ and that it also exceeds wage increases negotiated in the City of Middleton and in Dane County. Also comparing the starting wage and the average wage under its offer to those received by a number of professionals within the County and within the State, the District concludes the BA Minimum and the average salary levels are "nothing short of outstanding."

The District also argues its offer is more reasonable when compared to the cost of living increases as measured by the Consumer Price Index. Rejecting comparison of percentage increases among comparables as an indicator of increases in the statutory cost of living criterion, the District asserts that that comparison may have been more reliable when inflation rates were high, but argues that now, since the CPI has been adjusted for consumer spending patterns, the CPI should stand alone as the measure of reasonableness of the offers. It continues that when this comparison is made, its offer is more than reasonable.

Finally, the District rejects the Association's efforts to make career wage progression comparisons. It argues these comparisons are not only inconsistent with arbitral authority but that they are "fallacious given the requirements specifically set forth in the master contract between the parties." The District also rejects the use of statewide settlements and benchmark analyses stating they are not supported by the "substantial volume of arbitral dicta." It also rejects any comparisons of per capita income to benchmark growth, per capita income to CPI and benchmark growth, per capita income to equalized value and benchmark growth and CPI to equalized value and benchmark growth asserting the analyses fail for three reasons. The first is that the per capita figures are collected on a statewide basis and not for the District, the second is that no teacher spends their entire career on any given step of the salary schedule and the third is that these comparisons ignore the value of paid benefits.

#### DISCUSSION:

In determining the districts which would be considered comparable for the purposes of this decision, the previous arbitration award affecting this District was carefully reviewed since each party asserted the arbitrator in that decision utilized the set of comparables it proposed and since this arbitrator does firmly believe that for purposes of stability in the negotiations process it is incumbent upon the arbitrator to utilize the same set of comparables previously used in arbitration absent proof it should be modified. After reviewing the award, however, it is determined the comparables were never clearly defined in the previous arbitration award. In that award, one issue was compared with the District's proposed set of comparables, another was compared with the Association's proposed set of comparables, others were compared with "available comparisons" and, finally, one was compared with Sun Prairie alone. Since the comparables differed dependent upon the issue discussed in the previous award, this arbitrator finds it necessary to define the comparables for this award.

For purposes of this award, it is determined the appropriate set of comparables consists of the seven districts the parties agree are comparable and Verona. The comparables, then, are Fort Atkinson, Monona Grove, Monroe,

Oregon, Sauk Prairie, Stoughton, Sun Prairie and Verona. Of these eight districts only four are settled for 1986-87 and, therefore, they were the four used for comparison purposes.

Madison, Lodi, Mount Horeb, Verona, Waunakee, and Wisconsin Heights, additional districts proposed as comparables, were rejected, with the exception of Verona, when the criteria normally considered in establishing comparability were evaluated. Although the remaining districts were geographically near and, perhaps, influenced by their proximity to the Madison metropolitan area, they failed on the criteria of size and similarity in their reliance upon certain industrial activities.

Applying the size criterion, it is clear that the Madison School District differs substantially in average daily membership and in full time student equivalencies. The vastness of its size in comparison to the size of the Middleton District, alone, makes it significantly different. The sizes of the other districts, while more similar than the Madison School District, were also such that they were considered less similar. In each instance, except Verona, they were considerably smaller.

In addition to being considerably smaller, the districts also differed from Middleton in their reliance upon certain industrial activities. When the percentages involved in each industrial activity were compared to the percentage involved in the same activity in Middleton, only Verona shared a similar relationship in a number of the industrial activity areas. Further, when growth in the community, through the use of tax incremental financing districts was considered, again only Verona was comparable to Middleton's in the use of this financing mechanism. Consequently, it was determined only Verona should be included with those districts already agreed upon by the parties.

Finally, before the reasonableness of the offers was considered on the merits, it was determined the District's offer must be considered as certified to the Wisconsin Employment Relations Commission and not as the District contends it is clarifying the offer. Although the Employer states there is need to clarify its intention in regard to how the schedule would be implemented, nothing within the salary schedule as certified to the Commission provides cause for unclear application.

Although the Employer stated at the hearing that its intent, under its final offer, is to operate under the practice established in 1985-86, neither the salary schedule certified to the Commission nor the bargaining notes relative to the negotiations which took place for the 1986-87 reopener indicates that intention. The salary schedule the District certified for 1986-87 differs from that which was agreed upon in 1985-86. The 1985-86 schedule contains a Step 1 column but has no dollar amounts reflected at that step and at the bottom of the schedule there is a statement which reflects the parties' intent to use a base salary figure different from any figure contained within the schedule for purposes of generating additives and combination class factors. The schedule in the certified 1986-87 offer also contains a Step 1 column, however, a number is reflected in all the horizontal lanes. Further, the sentence contained at the bottom of the 1985-86 schedule has been deleted. Since the certified schedule is so different from that which was generated in 1985-86, it is difficult to find the District's stated intentions persuasive.

The District's position lacks additional credibility when the bargaining

to that practice. Accordingly, the arbitrator cannot find in favor of the District on this issue and, consequently, has considered the evidence based upon the offer which has been certified to the Wisconsin Employment Relations Commission.

The District, relying upon the interest and welfare of the public criterion, has argued for implementation of its offer asserting the economic well-being of the citizens demands its offer be found the more reasonable. There is no question that the economic times are such where tax increases and high wage increases are not met with favorable citizen reaction. However, unless the District's taxpayers' ability to assume the tax burden which would be imposed through arbitration differs substantially from the tax burden or the ability of the taxpayers who reside within the districts considered comparable to assume that burden, the merits of the final offers must be compared to the merits of the settlements reached among the comparables. This standard is followed since it is assumed the elected officials in those districts where settlements are achieved voluntarily better know the ability of their citizenry to assume the tax burden. Stated in another way, if the tax burden and the taxpayers' ability to assume that burden is similar to the burden and ability to assume the burden among the comparables, the merits of the offers must be determined by their relationship to the other criteria identified within the statute.

In this dispute, the District has argued the financial condition of its community had changed to the extent that its taxpayers can no longer assume the burden which would be imposed. The evidence submitted does not support that conclusion, however. The comparison of equalized values, the extent to which equalized value is committed to tax incremental financing districts and the extent to which the equalized values are growing between this District and those considered comparable indicates this District's taxpayers are better able to assume the burden than are the taxpayers among the comparables. Further, although the District cited an increase in its budget, an increase in the local levy when expressed in dollars, and an increase in the mill rate as support for its position, a review of the evidence submitted does not support the District's arguments. The budget increase cited by the District is its lowest increase in the past eleven years and the increase in the local levy expressed in dollars is lower than the increase which occurred in 1985-86, when a settlement with higher percentage costs was reached voluntarily. Further, the increase in the local levy expressed in dollars for 1986-87 is equivalent to other increases which occurred in the District in a number of years in the past. Finally, the increase in the mill rate, although approximately a mill higher, is attributable to the reduction in state aids and tax credits which is caused by growth in equalized value within the community. While it is true the District may not be able to tax upon the growth in value if the properties have been placed in TIFs, the economic impact upon the community ultimately results in a lesser total tax burden since the growth in equalized value is realized by other taxing units of government who, theoretically, are able to reduce the burden placed upon the taxpayer through their budgets.

Since the District's position regarding the interest and welfare of the public is not persuasive, attention is directed to the other criterion addressed by the parties. In that respect, it is determined the District's offer is more reasonable relative to the change in the Consumer Price Index and when compared to the average percentage increase in salary given the internal non-bargaining professional staff. It is noted, however, that percentage increases for the administrative staff ranged from 5.9% to 9.5%, a range which includes the percentage increase sought by the Association. It is also found that the District's offer is more reasonable when compared to percentage increases in wages for municipal employees, although generally percentage settlements for teachers are higher due to the method of costing employed in calculating percentage increases in teacher bargaining. The District's offer also appears to be more reasonable when a comparison of total package average percentage and dollar increases is made. This appearance, however, is tempered by the fact that the parties in this dispute cost the impact of horizontal lane changes, a factor not normally costed by other districts when determining the average percentage and dollar increase in salary.

The Association's offer, using the same method of costing utilized by the District, is more reasonable relative to the average percentage and dollar increases on salary established by the pattern of settlements among the comparables. It is also more reasonable when benchmark comparisons are made. An analysis of the rank maintained in comparison with the settled comparable

districts indicates both offers result in the same changes in rank at the BA Minimum, MA Minimum, MA Maximum and Schedule Maximum positions and maintain the rank previously held at the BA Maximum. In addition, the comparison also shows that both offers cause deterioration in position relative to maintenance of rank and that greater deterioration in position occurs under the District's offer.

Based upon the above summary, it can be concluded that both offers are reasonable dependent upon which criterion is considered. In order to determine which offer should be implemented, however, the question turns on the average salary percent and dollar increase and the effect of the offers on the benchmark comparisons.

The District's argument against a comparison of average percent and dollar increases on salary only contending total package compensation is a better measurement of the impact of the final offers since it also takes into consideration the cost of the benefits employees within the District enjoy. It contends the costs of the benefits it provides not only substantially improve the welfare of its employees but are a cost which must be borne by the District. Based upon this argument, it concludes the cost of the benefits should also be considered.

Essentially agreeing with the argument that total package compensation, if it can be determined, is a better measurement of the impact of a final offer, the benefit data was analyzed. Initial review of the data, as reflected in the first graph on the following page, indicated the District's argument appears to be supported. The salary only increase comparisons shows the Association's offer is more similar while the package increase comparisons indicate the District's offer is more comparable. A comparison of the total package average percentage with the total package percentage increases of the final offers found the District's percentage increase is only .22 of a percent less than the average while the Association's percentage increase is almost a percent higher. The same is true when the average dollar increase for the total packages are compared.

Upon further review, it was found the District's employees do receive better benefits than some but not all of the comparables in the areas of life insurance and limited term disability insurance. In addition, the cost of health insurance for this District, paid for by the District in full, is among the highest costs within the comparables. This data appears to again support the District's contention. When the cost increase for these benefits was analyzed, however, the increase in the costs of providing these benefits, for the District, was less than .2 of a percent, a percentage much less than the over 1 percent increase in the cost of the total benefits.

Further analysis indicates the primary increase in the cost of the benefits is the result of the increase in the contributions toward retirement and social security based upon not only an increase in the percentage paid by the District but the percentage paid on an increase in wages. Since other districts have also agreed to pay the retirement contribution and must pay the social security contribution, it becomes more appropriate to consider the reasonableness of the average percent and dollar increase in salaries.

In that regard, an obvious discrepancy between the average percent and dollar increase in salary compared to the final offers and the average percent and dollar increase in the total package compared to the final offers appears. Since the increase in insurance benefits does not explain that difference, the question becomes why. A review of the costing provided by the parties indicates the most apparent difference lies in the parties agreed upon method of costing. Since they agree to cost horizontal lane changes as a part of their total package increases, while most other districts do not, the average percentage and dollar increase in the total package becomes higher than that reflected by the other settlements. When the increase which results from horizontal lane changes is calculated as a part of the total package cost, an additional one-half percent or an additional \$133 per teacher is added to the total cost increase. When the total package costs of the final offers are compared taking these figures into consideration and other districts' methods of calculating costs, the Association's offer, as shown on the second graph on the next page, not only is more reasonable when compared to the salary only increases but when compared with the total package increases.

COMPARISON OF SALARY AND PACKAGE AVERAGE PERCENT AND DOLLAR INCREASES

Fort Atkinson	6.0 %	\$1,474	5.66%	\$1,827
Monona Grove	9.13%	\$2,362	9.41%	\$3,276
Oregon	7.99%	\$1,951	7.71%	\$2,336
Verona	9.02%	\$1,998	8.27%	\$2,443
Average	8.04%	\$1,946	7.76%	\$2,471
Board Offer	6.81%	\$1,665	7.54%	\$2,311
Association Offer	8.31%	\$2,031	8.60%	\$2,766

COMPARISON OF SALARY AND PACKAGE AVERAGE PERCENT AND DOLLAR INCREASES  
 MODIFIED BY THE APPROXIMATE DIFFERENCE  
 CAUSED BY THE PARTIES' AGREED METHOD OF COSTING

Average	8.04%	\$1,946	7.76%	\$2,471
Modified offers: Board	6.31%	\$1,532	7.04%	\$2,178
Association	7.81%	\$1,898	8.1 %	\$2,633

In addition to the Association's offer being more reasonable after the adjustment in the method of costing is taken into consideration, the Association's offer is found to be more reasonable when the benchmark analysis is done. As stated earlier, even though both offers result in the same rank when compared with those districts which are settled, the District's offer causes greater deterioration. As can be seen below, both final offers do not attempt to maintain the relationship to the average which was established in 1985-86, however, the Association's offer more nearly maintains the relationship established in the prior year.

COMPARISONS AT THE BENCHMARKS  
 AVERAGES, OFFERS, DOLLAR DIFFERENCES, PERCENTAGE DIFFERENCES

	BA Minimum		BA Maximum		MA Minimum		MA Maximum		Sched. Maximum	
	85-86	86-87	85-86	86-87	85-86	86-87	85-86	86-87	85-86	86-87
Average	15,594	16,744	21,073	23,678	17,607	19,968	26,993	29,661	29,992	33,161
Board Assn.	15,829	15,975 16,200	19,482	20,448 20,736	17,769	17,892 18,144	27,891	19,274 29,687	30,554	32,069 32,522
Dollars	234	- 769 - 544	-1,591	-3,230 -2,942	163	-1,076 - 824	899	- 387 26	563	-1,092 - 639
Percent	1.5	- 4.6 - 3.2	- 7.5	- 13.6 - 12.4	.9	- 5.7 - 4.3	3.3	- 1.3 .08	1.9	- 3.3 - 1.9

As can be seen by this graph, it should be noted that even if the District's offer reflected what it states is its intent, instead of what has been certified, deterioration would still occur, although part of the deterioration would be minimized. In that event, deterioration would not be as significant at the BA Minimum and MA Minimum benchmarks, however, deterioration at the maximums would still occur.

In conclusion, based upon the above discussion, it is determined that District's position regarding the interest and welfare of the public is not persuasive; that the District's offer is more reasonable when compared with the Consumer Price Index increase in the cost of living and with the settlements reached with other municipal employees and with other employees within the District, and that the Association's offer is more reasonable when compared to

the average percentage and dollar increase determined by the settled comparables in both the the salary only and the total package compensation comparisons and that the Association's offer is more reasonable when compared to the benchmark analyses. In deciding the reasonableness of the final offers, less weight was assigned the comparison between the offers and the settlements reached with other employees within the District and with other municipal employees since the method of costing those settlements generally differs from the method of costing teacher settlements. Overall, it is determined the pattern of settlements as reflected by the average percent and dollar increases in the salary only and total package compensation comparisons and the benchmark comparisons carry the greatest weight in determining the reasonableness of the offers. Accordingly, the following award is issued.

AWARD

The final offer of the Association, attached as Appendix "A", together with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor agreement which remained unchanged during the course of bargaining, shall be incorporated into the 1986-88 collective bargaining agreement as required by statute.

Dated this 2nd day of July, 1987 at La Crosse, Wisconsin.

  
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Sharon K. Imes  
Mediator/Arbitrator

SKI:ms

APPENDIX "A"

MIDDLETON - CROSS PLAINS AREA SCHOOL DISTRICT

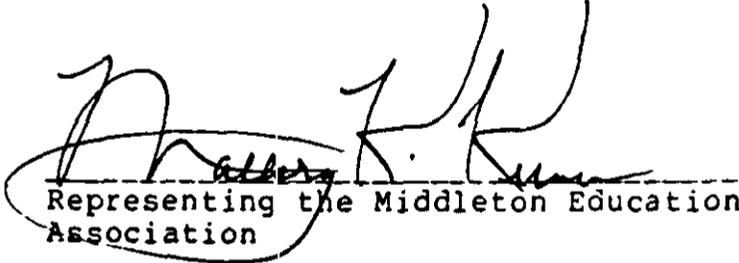
CASE 37

NO. 37259

MED/ARB-3966

FINAL OFFER OF THE MIDDLETON EDUCATION ASSOCIATION

Pursuant to 111.70 (4) (cm), Wis. Stats., the attached represent the proposals submitted to the Investigating Officer of the Wisconsin Employment Relations Commission as the final offer of the Middleton Education Association. The stipulations of the parties, the proposals of the final offer and the unchanged portion of the 1985-1986 and 1986-1987 Collective Bargaining Agreement will constitute the terms of the 1986-87 Collective Bargaining Agreement between the Middleton Education Association and the Board of Education, Middleton-Cross Plains Area School District. (Negotiations is occurring under a limited reopener of a multi-year Agreement.) Dates in the 1985-87 Collective Bargaining Agreement are to be changed wherever appropriate to reflect the new term of agreement. In addition, all terms and conditions covered by the successor Agreement shall be fully retroactive.

  
Representing the Middleton Education  
Association

November 14, 1986  
Date

**ARTICLE XIV. EXTENDED SCHOOL YEAR EMPLOYMENT**

- A. (no change)
- B. (no change)
- C. Curriculum Development. Teachers employed on a part-time basis for curriculum work or other similar professional assignment shall be compensated at a flat rate of ~~\$11.50~~ <sup>#10.00</sup> per hour. Because of additional responsibility, chairperson of curriculum committee shall receive ~~\$12.50~~ per hour.

#11.00

*mk*

*mk*

SALARY SCHEDULE FOR MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT

11/14/86

1986/87

SALARY INDEX

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BASE SALARY 16200.00

SALARY SCHEDULE

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YEAR	Bachelor + 36		Bachelor + 48			
	I Bachelor	II Bachelor + 12	III Bachelor + 24	IV or Masters	V or Masters + 12	VI Masters + 24
1	16200.00	16848.00	17496.00	18144.00	18792.00	19440.00
2	16848.00	17496.00	18144.00	18913.50	19561.50	20209.50
3	17496.00	18144.00	18792.00	19683.00	20331.00	20979.00
4	18144.00	18792.00	19440.00	20452.50	21100.50	21748.50
5	18792.00	19440.00	20088.00	21222.00	21870.00	22518.00
6	19440.00	20088.00	20736.00	21991.50	22639.50	23287.50
7	20088.00	20736.00	21384.00	22761.00	23409.00	24057.00
8	20736.00	21384.00	22032.00	23530.50	24178.50	24826.50
9		22032.00	22680.00	24300.00	24948.00	25596.00
10		22680.00	23328.00	25069.50	25717.50	26365.50
11			23976.00	25839.00	26487.00	27135.00
12			24624.00	26608.50	27256.50	27904.50
13			25272.00	27378.00	28026.00	28674.00
14			25920.00	28147.50	28795.50	29443.50
15				28917.00	29565.00	30213.00
16				29686.50	30334.50	30982.50
17					31104.00	31752.00
18					31873.50	32521.50

*ms*

APPENDIX "B"

Name of Case: M. Deaton - Cross  
Plains Area School District

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

11-14-86  
(Date)

John T. Cowglen  
(Representative)

On Behalf of: M. Deaton - Cross  
Plains Area School District

MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT

190 DAY CONTRACT SCHEDULE

STEP	I BACHELOR		II BACHELOR + 12		III BACHELOR + 24		IV BACHELOR + 36 OR MASTERS		V BACHELOR + 48 OR MASTERS		VI MASTERS + 24	
	Index		Index		Index		Index		Index		Index	
1	1.00	15,975.00	1.04	16,614.00	1.08	17,253.00	1.12	17,892.00	1.16	18,531.00	1.2	19,170.00
2	1.04	16,614.00	1.08	17,253.00	1.12	17,892.00	1.1675	18,650.81	1.2075	19,289.81	1.2475	19,928.81
3	1.08	17,253.00	1.12	17,892.00	1.16	18,531.00	1.215	19,409.63	1.255	20,048.63	1.295	20,687.63
4	1.12	17,892.00	1.16	18,531.00	1.20	19,170.00	1.2625	20,168.44	1.3025	20,807.44	1.3425	21,446.44
5	1.16	18,531.00	1.20	19,170.00	1.24	19,809.00	1.31	20,927.25	1.35	21,566.25	1.39	22,205.25
6	1.20	19,170.00	1.24	19,809.00	1.28	20,448.00	1.3575	21,686.06	1.3975	22,325.06	1.4375	22,964.06
7	1.24	19,809.00	1.28	20,448.00	1.32	21,087.00	1.405	22,444.88	1.445	23,083.88	1.485	23,722.88
8	1.28	20,448.00	1.32	21,087.00	1.36	21,726.00	1.4525	23,203.69	1.4925	23,842.69	1.5325	24,481.69
9	.....		1.36	21,726.00	1.40	22,365.00	1.5	23,962.50	1.54	24,601.50	1.58	25,240.50
10	.....		1.40	22,365.00	1.44	23,004.00	1.5475	24,721.31	1.5875	25,360.31	1.6275	25,999.31
11	.....		.....		1.48	23,643.00	1.595	25,480.13	1.635	26,119.13	1.675	26,758.13
12	.....		.....		1.52	24,282.00	1.6425	26,238.94	1.6825	26,877.94	1.7225	27,516.94
13	.....		.....		1.56	24,921.00	1.69	26,997.75	1.73	27,636.75	1.77	28,275.75
14	.....		.....		1.60	25,560.00	1.7375	27,756.56	1.7775	28,395.56	1.8175	29,034.56
15	.....		.....		.....		1.785	28,515.38	1.825	29,154.38	1.865	29,793.38
16	.....		.....		.....		1.8325	29,274.19	1.8725	29,913.19	1.9125	30,552.19
17	.....		.....		.....		.....		1.92	30,672.00	1.96	31,311.00
18	.....		.....		.....		.....		1.9675	31,430.81	2.0075	32,069.81
										longevity	31,910.06	32,549.06

J.T.C 11-14-86