

JUN 23 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In The Matter Of The Petition Of:

SHEBOYGAN FALLS FACULTY ASSOCIATION

To Initiate Mediation/Arbitration
Between Said Petitioner

Decision No. 24133-A

-and-

SHEBOYGAN FALLS SCHOOL DISTRICT

Appearances: Richard Terry, UniServ Director, for the Association
Jon E. Anderson, Attorney at Law, for the Employer

The Sheboygan Falls Faculty Association, hereinafter referred to as the Association, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, alleging that an impasse existed between it and the Sheboygan Falls School District 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 full-time and regular part-time professional employees of the Employer engaged in teaching, including classroom teachers, librarians, guidance counselors and therapists. The Association and the Employer have been parties to a collective bargaining agreement covering the wages, hours and working conditions of the employees in the unit and that agreement expired on June 30, 1986. On July 31, 1986 the parties exchanged their initial proposals on matters to be included in the new agreement. Thereafter, the parties met on two occasions in efforts to reach an accord. After the Association filed the petition requesting mediation/arbitration, a member of the Commission's staff conducted an investigation on November 25, 1986 and he determined that the parties were deadlocked in their negotiations. On that same day, the parties submitted their final offers.

The Commission concluded that an impasse exists 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. They were directed to select a mediator/arbitrator. On December 18, 1986 the Commission was advised that the parties had selected Zel S. Rice II as the mediator/arbitrator. On December 22, 1986 the Commission issued an order appointing Zel S. Rice II as the mediator/arbitrator to endeavor to mediate the issues in dispute. Should such endeavor not result in a resolution of the impasse he was directed to issue a final and binding award to resolve the impasse by selecting either the total final offer of the Association or the total final offer of the Employer.

A mediation/arbitration session was scheduled for February 11, 1987 at Sheboygan Falls, Wisconsin. At the beginning of the session, the parties advised the mediator/arbitrator that neither of them had sufficient flexibility to resolve the dispute and they requested that the arbitration phase of the proceedings begin immediately. After ascertaining that neither of the parties would make any moves that would resolve the dispute, the mediator/arbitrator began the arbitration phase of the proceedings.

The final offer of the Association, attached hereto and marked Exhibit A, proposed that the current salary structure be maintained and each cell be increased by 5.75 percent. The final offer of the Employer, attached hereto and marked Exhibit B, proposed that the current salary structure be maintained and each cell be increased by \$912.00.

The Association's proposal had a total salary cost of \$2,283,605.00 and the average salary per teacher without fringe benefits would be \$25,638.00. The Employer's 1985-86 salaries plus longevity totaled \$2,121,894.00. In the 1985-86 school year the Employer had FICA costs of \$157,751.00, retirement contributions of \$266,698.00, extra curricular salaries of \$62,845.00, extended contract costs of \$25,469.00, health insurance premiums of \$122,052.00, dental insurance premiums of \$27,888.00, life insurance premiums of \$946.00, long term disability premiums of \$6,000.00, extra duty pay of \$3,544.00 and driver's education costs of \$4,180.00. The Employer's 1985-86 expenditures for salaries and fringe benefits totaled \$2,799,275.00. The Union's 1986-87 proposal would have salary costs of \$2,283,605.00, extra curricular salary costs of \$66,190.00, extended contract salaries of \$27,410.00, health insurance premiums of \$133,947.00, dental insurance premiums of \$30,604.00, life insurance premiums of \$1,018.00, extra duty pay costs of \$3,544.00, driver's education costs of \$4,180.00, long term disability insurance premiums of \$6,000.00, FICA costs of \$170,522.00, retirement costs of \$289,769.00 and an insurance carry over cost of \$2,435.00 for a total cost of salaries and fringe benefits of \$3,019,225.00. The Association's proposal would increase the Employer's salary cost by 7.6 percent. The total increase in cost resulting from the Association's proposal would be \$219,950.00 which would be a 7.86 percent increase. The average increase in cost per teacher would be \$2,469.00 and the average increase in salary per teacher would be \$1,816.00. The Association's proposal would result in an average expenditure for a teacher for salary and fringe benefits of \$33,475.42. The average total expenditure per teacher would be \$33,897.22 and the average value per teacher of the fringe benefits would be \$7,026.62.

The Employer's proposal would have total salaries of \$2,240,669.00 and the average salary per teacher without any fringes would be \$25,156.00. The Employer's proposal would result in extra curricular salaries of \$66,190.00, extended contract salaries of \$26,895.00, health insurance premiums of \$133,947.00, dental insurance premiums of \$30,604.00, life insurance premiums of \$999.00, extra duty pay of \$3,544.00, driver's education costs of \$4,180.00, long term disability premiums of \$6,000.00, FICA payments of \$167,416.00, retirement contributions of \$284,490.00 and an insurance carry over of \$2,435.00

for a total cost of salaries and fringes of \$2,967,369.00. The Employer's proposal would increase its salary cost by 5.6 percent. Its total increase in cost would be \$168,094.00 which would be a 6 percent increase. The Employer's proposal would result in an average increase in cost of \$1,887.00 per teacher and the average increase in salary per teacher would be \$1,334.00. The average cost per teacher, of the salaries and fringe benefits that would result from the Employer's proposal, would be \$32,899.01. The average total cost per teacher resulting from the Employer's proposal would be \$33,315.02. The average value of the fringe benefits, resulting from the Employer's proposal, would be \$6,932.25.

The Employer's 1985-86 salary and longevity cost were \$2,121,894.00 and the cost of its total package that year was \$2,799,275.00. The Association's proposal would result in salary and longevity costs of \$2,283,605.00 which would be an increase over the preceding year of \$161,711.00. The dollar increase per teacher would be \$1,816.00. That is an increase of 7.62 percent over the preceding year. The Association's proposal would have a total package cost of \$3,019,225.00 which is an increase of 7.85 percent over the preceding year. The Employer's proposal would have a salary and longevity cost of \$2,240,669.00 which is \$42,936.00 less than the Association's proposal. The increase in salary and longevity costs over the preceding year that would result from the Employer's proposal is \$118,775.00. It would provide a dollar increase per teacher of \$1,334.00 which would be 5.56 percent more than the preceding year. The total package cost of the Employer's proposal would be \$2,967,369.00 which is \$51,856.00 less than the Association's proposal. The Employer's proposal would increase the cost of the total package by \$51,586.00 or 6 percent. The Association's proposal would provide a 5.75 percent increase at each of the benchmarks. The Employer's proposal would have an increase of 5.73 percent at the BA minimum and 5.4 percent at the MA minimum. The increases at the other benchmarks would decline and the schedule maximum would receive a salary increase of 3.36 percent.

The Association relies on a comparable group, hereinafter referred to as Comparable Group A, consisting of Chilton, Kewaskum, Kiel, New Holstein, Plymouth, Two Rivers and the Employer. All those school districts are in the Eastern Wisconsin Athletic Conference. As of February 1, 1987, Chilton had reached agreement on a 7.83 percent increase with an average increment per teacher of \$1,795.00. Each cell of the salary schedule was increased by \$1,795.00 and the agreement provided for an increment freeze and no teacher advanced on the salary schedule. Kiel reached agreement on a 7.3 percent increase with an average increase per teacher of \$1,757.00. Each cell of the salary schedule was increased by \$1,725.00 and some teachers received longevity. There was an increment freeze and no teacher advanced on the salary schedule. All of the other school districts in Comparable Group A had submitted final offers to arbitrators. At Kewaskum the teachers proposed an 8.5 percent increase which would provide a \$2,050.00 increase per teacher and the school district proposed a 5 percent increase with \$1,125.00 increase per teacher. At New Holstein the teachers proposed an 8.1 percent increase with a \$1,966.00

average increase per teacher. The school district proposed a 4.72 percent with an \$1,145.00 increase per teacher. At Plymouth, the teachers proposed a 7.53 percent increase that would provide an average increase per teacher of \$1,802.00. The school district proposed a 6.3 percent increase that would provide an average increase per teacher of \$1,507.00. At Two Rivers the teachers proposed an increase of 7.2 percent that would provide an average increase per teacher of \$1,857.00 and the school district proposed an increase of 4.5 percent that would provide an average increase per teacher of \$1,161.00. The two voluntary settlements in Comparable Group A at Chilton and Kiel averaged 7.565 percent and the average increase per teacher was \$1,776.00. The Association's proposal of an \$1,816.00 average increase per teacher is \$40.00 per teacher higher than the average of Chilton and Kiel, while the Employer's proposal is \$442.00 lower. The Association's proposal provides an increase .235 percent higher than the average of Chilton-Kiel while the Employer's proposal is 2 percent less.

In the 1985-86 school year Chilton and Kiel had BA minimum salaries that ranked fifth and sixth in Comparable Group A and the Employer's BA minimum ranked third. Chilton reached agreement on a BA minimum of \$17,180.00 for the 1986-87 school year and Kiel agreed upon \$16,875.00. The Association proposes a BA minimum for the 1986-87 school year of \$16,825.00 and the Employer proposes \$16,822.00. In the 1985-86 school year, the BA+7 salary at Chilton and Kiel ranked sixth and seventh respectively and the Employer's BA+7 salary ranked fourth. For the 1986-87 school year, Chilton has reached agreement on a BA+7 salary of \$21,411.00 and Kiel reached agreement on \$20,966.00. The Association proposes a BA+7 salary of \$20,932.00 and the Employer proposes \$20,706.00. In the 1985-86 school year, the BA maximum salary in Chilton and Kiel ranked seventh and sixth respectively and the Employer's BA maximum ranked third. In the 1986-87 school year, Chilton has agreed to a BA maximum of \$24,488.00 and Kiel reached agreement on \$25,056.00. The Association proposes a 1986-87 BA maximum of \$25,891.00 and the Employer proposes \$25,395.00. The MA minimum salaries during the 1985-86 school year at Chilton and Kiel ranked sixth and fifth respectively in Comparable Group A and the Employer ranked third. Chilton reached agreement on a 1986-87 MA minimum of \$17,880.00 and Kiel has agreed on \$18,390.00. The Association proposes a 1986-87 MA minimum of \$17,834.00 and the Employer proposes \$17,776.00. The 1985-86 MA +10 ranking in Comparable Group A at Chilton and Kiel ranked fifth and sixth and the Employer ranked fourth. Chilton has reached agreement on a 1986-87 MA+10 salary of \$24,716.00 and Kiel has agreed on \$24,526.00. The Association proposes a 1986-87 MA+10 salary of \$24,693.00 and Employer proposes \$24,262.00. The 1985-86 MA maximum ranking in Comparable Group A of Chilton and Kiel was fifth and fourth respectively and the Employer ranked sixth. Chilton has reached agreement on an MA maximum salary for the 1986-87 school year of \$28,536.00 and Kiel has agreed on \$28,616.00. The Association proposes a 1986-87 MA maximum of \$28,163.00 and the Employer proposes \$27,544.00. In the 1985-86 school year the schedule maximum salary ranking of Chilton and Kiel in Comparable Group A was fourth and fifth respectively and the Employer ranked sixth. Chilton has agreed on a 1986-87 schedule maximum salary of \$29,201.00 and Kiel has agreed on \$28,919.00. The Association proposes a schedule maximum salary of \$28,704.00 and the Employer proposes \$28,055.00.

The Association proposes a second comparable group consisting of Elkhart Lake, Fond du Lac, Howards Grove, Lake Shore Technical Institute, Ozaukee, Random Lake and Sheboygan, hereinafter referred to as Comparable Group B. These school districts are geographically proximate to the Employer and have reached voluntary agreements on salaries for the 1986-87 school year. The average dollar increase per teacher in Comparable Group B for the 1986-87 school year ranged from a low of \$1,838.00 at Sheboygan to a high of \$2,300.00 at Ozaukee. The average dollar increase per teacher in Comparable Group B for the 1986-87 school year was \$1,959.00. The percentage increases in Comparable Group B for the 1986-87 school year ranged from a low of 6.7 percent at Sheboygan to a high of 8.44 percent at Ozaukee and the average was 7.54 percent. The Association proposes an average dollar increase per teacher of \$1,816.00 which is \$143.00 below the average of Comparable Group B and the Employer proposes an average dollar increase of \$1,334.00 which is \$625.00 below the average. The Association proposes a 7.85 percent increase which is .31 percent above the average increase in Comparable Group B. The Employer proposes a 5.56 percent increase which is 1.98 percent below the average in Comparable Group B. The average BA minimum in Comparable Group B for the 1986-87 school year was \$18,306.00. The BA+7 benchmark salary was \$22,800.00. The BA maximum in Comparable Group B that year was \$26,781.00. The MA maximum in 1986-87 in Comparable Group B was \$20,329.00. The MA+10 salary was \$27,484.00, the MA maximum salary was \$30,676.00 and the schedule maximum salary was \$32,581.00. The average dollar increase per teacher in Comparable Group B during the 1986-87 school year was \$1,959.00. The Association proposal of an \$1,816.00 average dollar increase per teacher is \$143.00 below the average in Comparable Group B and the Employer's proposal of an average dollar increase of \$1,334.00 was \$625.00 below the average of Comparable Group B.

As of November 26, 1986, 125 school districts in Wisconsin had reported agreements for the 1986-87 school year. Average dollar increases at the benchmarks ranged from \$1,150.00 at the BA minimum to \$2,129.00 at the schedule maximum. The average dollar increase per a returning teacher was \$2,103.00. School districts in Wisconsin of a size similar to that of the Employer that reached agreement on a 1986-87 salary had BA minimum salaries averaging \$16,823.00, BA seventh step salaries averaging \$21,107.00, and BA maximum salaries averaging \$24,719.00. Salary schedules agreed upon for the 1986-87 school year by school districts similar in size to the Employer provided MA minimum salaries averaging \$18,641.00, MA tenth step salaries averaging \$25,702.00, and MA maximum salaries averaging \$29,151.00. The average schedule maximum salary agreed upon by school districts in Wisconsin of a size similar to that of the Employer was \$30,829.00. The average dollar increase per full-time equivalent teacher among the similar sized school districts in Wisconsin was \$1,975.00. The Association's proposal provides an average dollar increase \$159.00 less than the average while the Employer's proposal provides an average dollar increase per teacher \$641.00 less than the average.

In the 1985-86 school year the school districts in Comparable Group A budgeted salary benefits for teachers ranging from the Employer's low of

\$1,774.00 per pupil to a high of \$2,149.00 per pupil at Kewaskum. The state average salary benefit per pupil was \$2,275.00 during that year. The total school costs per pupil in Comparable Group A during the 1985-86 school year ranged from a low of \$3,510.00 at Two Rivers to a high of \$4,405.00 at Kiel. The Employer had the second lowest school cost per pupil in Comparable Group A and it was \$3,620.00. The state average was \$4,362.00. The total expenditure per pupil in Comparable Group A during the 1985-86 school year for a teacher's salary and fringe benefits ranged from the Employer's low of \$3,100.00 to a high of \$3,756.00 at Kiel. The state average was \$3,754.00. The state aid per pupil in Comparable Group A in the 1986-87 school year ranged from a low of \$1,229.75 at New Holstein to a high of \$1,547.70 at Two Rivers. The Employer received \$1,352.56 per pupil in state aid during the 1986-87 school year and that was the third highest in Comparable Group A. The levy rate in Comparable Group A in the 1986-87 school year ranged from the low of \$12.66 at Two Rivers to a high of \$14.64 at Kiel. The Employer's levy rate was \$12.96.

A teacher with a BA degree at Step 2 of the Employer's salary schedule earned \$10,283.00 during the 1978-79 school year. In the 1985-86 school year that same teacher earned \$21,406.00. The Employer proposes to pay that teacher \$22,933.00 during the 1986-87 school year which would be an increase of 7.1% over the preceding year. The Association proposes that the teacher who would be at the BA +10 step should be paid \$23,287.00 which is an 8.8% increase over the preceding year. The Employer's proposal would have resulted in increases totaling 84.4% since the 1978-79 school year and the Association's proposal would result in increases totaling 86.1% since the 1978-79 school year. During that same period the cost of living increased from 196.7 in the 1978-79 school year to 322.9 in the 1986-87 school year. That is an increase of 51.8%. A teacher with a BA +6 additional credits at Step 8 of the salary schedule received \$12,991.00 in the 1978-79 school year. By the 1985-86 school year that same teacher was at Step 15 of the salary schedule and was being paid \$24,963.00. The Employer proposes to pay that same teacher \$26,106.00 during the 1986-87 school year which would be an increase over the preceding year of 4.6%. The Association proposes to pay the teacher \$26,398.00 which would be an increase of 5.7%. Under the Employer's proposal that teacher would have received increases totaling 73.2% since the 1978-79 school year and the Association's proposal would provide increases totaling 74.3%. The Employer paid a teacher with an MA at the fifth step of the salary schedule \$11,991.00 during the 1978-79 school year. By the 1985-86 school year that same teacher was at the 12th step of the salary schedule and received a salary totaling \$23,958.00. The Employer proposes to pay that same teacher \$25,505.00 during the 1986-87 school year which would be an increase of 6.5% over the preceding year. The Association proposes to pay that teacher \$26,007.00 which would be an increase of 8.6%. The Employer's proposal would result in increases since the 1978-79 school year totaling 79.4% and the Association's proposal would result in increases totaling 81.5%. A teacher with an MA +12 credits at the 15th step of the salary schedule received \$17,204.00 from the Employer in the 1978-79 school year. By the 1985-86 school year that same teacher was at the 22nd step of the salary schedule and received \$28,961.00. The Employer proposes to pay

that teacher \$30,133.00 in the 1986-87 school year which would be an increase of 4%. The Association proposes to pay that teacher \$30,626.00 or 5.7% during the school year. Under the Employer's proposal the teacher would have received increases totaling 58.3% since the 1978-79 school year and the Association's proposal would provide that teacher with increases totaling 60%.

In the 1981-82 school year the Employer budgeted \$204,425.00 for capital expenditures but spent \$261,793.00. In the 1982-83 school year the Employer budgeted \$201,638.00 but spent \$324,771.00. In the 1983-84 school year the Employer budgeted \$129,270.00 for capital expenditures but spent \$185,467.00. In the 1984-85 school year the Employer budgeted \$231,698.00 for capital expenditures but spent \$250,453.00. In the 1985-86 school year the Employer budgeted \$196,574.00 per capital expenditures but only spent \$154,215.00. In the 1986-87 school year the Employer has budgeted \$166,287.00 for capital expenditures but it expects to spend even less than that during the school year. Prior to the 1985-86 school year the actual expenditures on capital improvements exceeded the budgeted amounts because the end of year budget balances were spent in the capital areas. In the 1985-86 school year the actual expenditure was less than the amount budgeted and it is expected that this pattern will be followed in the 1986-87 school year.

On January 1, 1987 the Employer and seven other school districts in Sheboygan County assumed control of the county handicapped school. It had placed \$285,000.00 in its 1986-87 budget to cover its share of the cost of operating the county handicapped school. The actual cost to it will be about \$135,000.00 more and that amount will have to be added to the 1987-88 budget. In the 1985-86 school year the Employer received \$2,261,200.00 in state aid and an additional \$278,605.00 in property tax relief credits. In the 1986-87 school year the Employer will receive \$2,137,680.00 in general state aids and \$377,205.00 in property tax credits which is a 1% decrease in total state aid. The Employer gave its administrative employees a 5% increase across-the-board for the 1986-87 school year. Its support staff employees received a 20¢ increase across-the-board which was about a 5.5% increase. The non-exempt hourly employees received a 5% across-the-board increase. Some employees also received equity adjustments in addition to their increases. The City of Sheboygan Falls gave its police increases of 3.7% on July 1, 1986 and 4% on July 1, 1987. Its public works and utility employees received increases ranging from 3.5% to 4% on July 1, 1986 and 4% on July 1, 1987. The city gave its administrative employees a 3.7% increase on July 1, 1986 and a 4% increase on July 1, 1987. Sheboygan County gave its courthouse, social service, highway and law enforcement employees 4% increases in 1986 and it has not reached an agreement with any of those employees on a 1987 increase. In 1982 the delinquent taxes in Sheboygan County totaled \$2,444,000.17. At the end of 1983 the amount of delinquent taxes totaled \$2,556,655.29. At the end of the 1984 school year the total of the delinquent taxes was \$2,957,575.36. At the end of 1985 the amount of delinquent taxes was \$3,344,123.04.

Richardson Brothers Company manufactures furniture in Sheboygan Falls and

its total employment increased from 168 in 1982 to 297 in 1986. The wage increase given by Richardson Brothers over the last three years was 3.3% each year. It did not have any "take backs" but it did alter the medical insurance plan somewhat. Kurt C. Joa, Inc. had 147 employees in 1982 and it increased to 172 in 1983. By 1986 it had declined again to 148. It gave its hourly and salaried employees a 5% increase in 1984, a 4% increase in 1985, and a 2% increase in 1986. The only fringe benefit adjustment made was to increase the amount of life insurance on an employee. Hourly employees life insurance increased 50% with no change in the employee contribution and salaried employees' insurance coverage increased 25% and their contribution was reduced by 50%. Bemis Manufacturing Company is the largest Employer in Sheboygan Falls. In 1982 it had 421 employees and by 1987 employment had increased to 558. In 1984 Bemis Manufacturing Company gave its employees a 3.9% increase. In 1985 the increase was 3.7% and in 1986 it was 3.4%.

In the 1985-86 school year the number of full-time equivalent teachers in Comparable Group A schools ranged from a low of 64.32 at Chilton to a high of 120.6 at Two Rivers. The Employer had 83.01 full-time equivalent teachers in the 1985-86 school year. The number of pupils enrolled in Comparable Group A schools during the 1985-86 school year ranged from a low of 1,080 at Chilton to a high of 2,190 at Two Rivers. The Employer had 1,593 students during the 1985-86 school year which was the fourth largest enrollment in Comparable Group A. The 1985-86 school cost per pupil in Comparable Group A ranged from a low of \$2,779.00 at Chilton to a high of \$3,413.09 at Kiel. The Employer had a school cost per pupil of \$3,009.90 which was next to the lowest in Comparable Group A. The full value tax rate in Comparable Group A during the 1985-86 school year ranged from a low of \$10.27 at Chilton to a high of \$12.99 at Kiel. The Employer's full value tax rate was \$11.26 per thousand which was third from the lowest in Comparable Group A. The 1985-86 state aid per pupil in Comparable Group A ranged from a low of \$1,146.26 at Chilton to a high of \$1,555.90 at Two Rivers. The Employer received \$1,429.12 per pupil in state aid during the 1985-86 school year. The equalized value per pupil in the 1985-86 school year in Comparable Group A ranged from a low of \$126,889.00 at Two Rivers to a high of \$159,944.00 at New Holstein. The Employer's equalized value per pupil of \$140,378.00 was next to the lowest in Comparable Group A. All of the school districts in Comparable Group A including the Employer paid 100% of the health insurance, dental insurance, long term disability insurance, life insurance, and the employees' contribution to the Wisconsin Retirement System.

In the 1981-82 school year the Employer had the highest BA minimum salary in Comparable Group A. In the 1982-83 school year two schools in Comparable Group A had higher BA minimum salaries than the Employer. By the 1983-84 school year three schools had higher BA minimum salaries than the Employer. By the 1984-85 school year every school in Comparable Group A had a higher BA minimum than the Employer. During the 1985-86 school year the Employer had the third highest BA minimum in Comparable Group A. In the 1981-82, 1982-83 and 1983-84 school years the Employer had the highest BA maximum in Comparable Group A. In the 1984-85 school year the Employer had the second highest BA maximum in

Comparable Group A. By the 1985-86 school year the Employer had the third highest BA maximum salary in Comparable Group A. The Employer's BA maximum salary with longevity was the highest in Comparable Group A during the 1981-82 and 1982-83 school years. In the 1983-84 school year the Employer's BA maximum with longevity was the second highest in Comparable Group A. In the 1984-85 school year the Employer's BA maximum with longevity was the third highest in Comparable Group A. By the 1985-86 school year the Employer's BA maximum with longevity was again the highest in Comparable Group A. In the 1981-82 school year the Employer's MA minimum salary was the fourth highest in Comparable Group A. In the 1982-83, 1983-84 and 1984-85 school years its MA minimum salary was the fifth highest in Comparable Group A. In the 1985-86 school year the Employer's MA minimum salary was the third highest in Comparable Group A. The Employer's MA maximum salary in the 1981-82 school year was the third highest in Comparable Group A. By the 1982-83 school year the Employer's MA maximum salary was the fourth highest in Comparable Group A. In the 1983-84 school year the Employer's MA minimum salary was the fifth highest in Comparable Group A. By the 1984-85 school year the Employer's MA maximum salary was the sixth highest in Comparable Group A and in the 1985-86 school year the Employer's MA maximum salary was still the sixth highest in Comparable Group A. During the 1981-82 school year the Employer's MA maximum salary with longevity was the second highest in Comparable Group A. During the 1982-83 school year the Employer's MA maximum salary with longevity was the fifth highest in Comparable Group A. By the 1983-84 school year the Employer's MA maximum salary with longevity was the highest in Comparable Group A. By the 1984-85 school year the Employer's MA maximum with longevity was the third highest in Comparable Group A. In the 1985-86 school year the Employer's MA maximum with longevity was still the third highest in Comparable Group A. In the 1981-82 and 1982-83 school years the Employer's schedule maximum was the third highest in Comparable Group A. In the 1983-84 school year the Employer's schedule maximum salary was the fourth highest in Comparable Group A. In the 1984-85 school year the Employer's schedule maximum salary was the lowest in Comparable Group A. In the 1985-86 school year the Employer's schedule maximum salary was still the lowest in Comparable Group A. In the 1981-82 school year the Employer's schedule maximum with longevity was the third highest in Comparable Group A. In the 1982-83 school year the Employer's schedule maximum with longevity was the fourth highest in Comparable Group A. By the 1983-84 school year the Employer's schedule maximum salary was the third highest in Comparable Group A. In the 1984-85 and 1985-86 school years the Employer's schedule maximum salary with longevity was still the third highest in Comparable Group A.

Chilton and Kiel are the only school districts in Comparable Group A that have reached agreement on salaries for the 1986-87 school year. Chilton has agreed to a BA minimum of \$17,180.00 and Kiel has agreed to \$16,875.00. The other five school districts in Comparable Group A could not reach agreement and arbitrators will determine their 1986-87 salary schedules. At Kewaskum the school district proposes a BA minimum of \$16,575.00 and the teachers propose \$17,182.00. At New Holstein the school district proposes a BA base of \$15,600.00 and the teachers propose \$16,125.00. At Plymouth the school district

proposes a BA base of \$16,580.00 and the teachers propose a BA base of \$16,780.00. At Two Rivers the school district proposes a BA base of \$17,035.00 and the teachers propose \$17,475.00. The Employer proposes a BA base in the 1986-87 school year of \$16,822.00 and the Association proposes \$16,825.00. Chilton and Kiel have agreed on BA maximum salaries of \$24,488.00 and \$25,056.00 respectively for the 1986-87 school year. At Kewaskum the school district proposes a BA maximum of \$24,448.00 and the teachers propose \$25,344.00. At New Holstein the school district proposes a BA maximum of \$24,804.00 and the teachers propose \$25,639.00. At Plymouth the school district proposes a BA maximum of \$25,805.00 and the Association proposes a BA maximum of \$26,120.00. At Two Rivers the school district proposes a BA maximum of \$25,454.00 and the teachers propose \$26,111.00. The Employer proposes a BA maximum for the 1986-87 school year of \$25,395.00 and the Association proposes \$25,891.00. The 1986-87 MA minimum salaries in Chilton and Kiel are \$17,809.00 and \$18,390.00 respectively. At Kewaskum the school district proposes an MA minimum of \$18,896.00 and the teachers propose \$19,588.00. At New Holstein the school district proposes an MA minimum of \$16,200.00 and the teachers propose \$16,725.00. At Plymouth the school district proposes an MA minimum of \$17,580.00 and the teachers propose \$17,780.00. At Two Rivers the school district proposes an MA minimum of \$18,557.00 and the teachers propose \$19,036.00. The Employer proposes a 1986-87 MA minimum salary of \$17,776.00 and the Association proposes \$17,834.00. The 1986-87 MA maximum salaries in Chilton and Kiel are \$28,536.00 and \$28,616.00 respectively. At Kewaskum the school district proposes an MA maximum of \$29,666.00 and the teachers propose \$30,753.00. At New Holstein the school district proposes an MA maximum of \$27,216.00 and the teachers propose \$28,098.00. At Plymouth the school district proposes an MA maximum in 1986-87 of \$28,410.00 and the teachers propose \$28,730.00. At Two Rivers the school district proposes an MA maximum of \$29,187.00 and the teachers propose \$29,941.00. The Employer proposes a 1986-87 MA maximum of \$27,544.00 and the Association proposes \$28,163.00. The schedule maximum salaries for the 1986-87 school year are \$29,201.00 at Chilton and \$28,919.00 at Kiel. At Kewaskum the school district proposes a schedule maximum salary of \$32,440.00 and the teachers propose \$32,629.00. At New Holstein the school district proposes a schedule maximum of \$27,720.00 and the teachers propose \$28,602.00. At Plymouth the school district proposes a schedule maximum salary of \$28,855.00 and the teachers propose \$29,175.00. At Two Rivers the school district proposes a schedule maximum salary of \$31,146.00 and the teachers propose \$31,951.00. The Employer proposes a schedule maximum salary for the 1986-87 school year of \$28,055.00 and the Association proposes \$28,704.00. Five of the school districts in Comparable Group A have longevity payments. The Employer's proposed longevity payments are higher than the longevity payments proposed by either the school district or the teachers in any of the other school districts in Comparable Group A and the Association's proposed longevity payments are even higher.

ASSOCIATION'S POSITION

The Association argues that its final offer more nearly meets the statutory

criteria than that of the Employer. It contends the ranking of the Employer's salary schedule with the schedules of comparable schools demonstrates that its final offer is superior to that of the Employer. The Association points out that during the period from the 1982-83 school year to the 1985-86 school year, the Employer's teachers lost considerable ground at most of the benchmarks. The Association takes a position that a severe erosion of the Employer's teacher's disposable income occurred during the period from the 1981-82 school year to the 1984-85 school year and was only halted by Arbitrator Kerkman's 1985-86 arbitration award which increased each cell of the salary schedule by a flat dollar amount for the 1985-86 school year. The Association takes the position that another flat dollar increase for each cell would exaggerate the benchmark progression and should be avoided. The Association argues that the Employer's final offer maintains a competing hiring base at the expense of current employees who would receive wage increases as low as 3.36 percent under the Employer's final offer. It points out that the same teachers who received the smallest percentage increases as a result of the Kerkman award would again receive the smallest percentage increases as a result of the Employer's proposal. The Association contends that its final offer provides the Employer with a competitive hiring base and gives every cell on the salary schedule the same percentage increase. It argues that the Employer's final offer allows the gap between its teachers and those in comparable school districts to widen even further. It takes the position that the Employer's final offer would lower its salary ranking at each of the six benchmarks and it would lose ranking to a school district that was ranked near the bottom of Comparable Group A. The Association asserts that the Employer's proposal would revert to the eroded benchmark ranking that Arbitrator Kerkman attempted to correct with his 1986 award. It argues that its proposal is parallel to the pattern of settlement in the Employer's area as well as statewide. The Association takes the position that if the Employer's proposal was selected there would be a wide differential between the voluntary settlement pattern and the Employer's salary schedule. It points out that the Employer has made no claim of inability to pay and puts forth the least financial effort to meet its teacher's needs. The Association asserts that the Employer's total school cost per member ranks fifth among the school districts in the athletic conference. The Association takes the position that the 1985-86 salary schedule was separate from the longevity schedule and the Employer's 1986-87 proposal joins the two schedules together in an attempt to make the longevity payments a part of the salary schedule. It asserts that longevity payments among the comparables are inconsistent and generally excluded from an analysis of salary schedule disputes. The Association argues that if longevity is considered, the amount of time it takes a teacher to achieve the longevity level must be considered. As an example, it points to the fact that while the Employer ranks third at the schedule maximum plus longevity, a teacher in its system must work twenty-three years and obtain a masters degree plus twelve credits to achieve that ranking. The Association points out the Employer's inconsistency in not costing movement through the wage schedule in determining the percentage increase of its food service and auxiliary staff personnel but costing the teacher movement through the salary schedule. The Association argues that there is a clear pattern in settlements among the

districts of the athletic conferences that have reached agreement and geographically proximate school districts that favors its proposal.

EMPLOYER'S POSITION

The Employer points out that both it and the Association have submitted the school districts that comprise the Eastern Wisconsin Athletic Conference as the primary comparable pool. It asserts that Comparable Group A provides the most logical and comprehensive basis for analysis of the final offers. The Employer contends that Arbitrator Kerkman relied solely upon Comparable Group A in making his award for the 1985-86 school year and rejected the inclusion of nearby school districts in a comparable group and consideration of statewide settlements. The Employer argues that its final offer provided increases in excess of those provided to other district and area employees. It asserts that there has been a steady decline in the percentage increases that are being granted by private sector employers in the area. The Employer contends that its teachers enjoy fully paid health insurance, dental insurance, long term disability and retirement while none of the private sector employees receive comparable benefits. The Employer takes the position that its offer exceeds the average wages only increase received by local public employees by 1.5 percent and the Association proposal exceeds that average by 3.7 percent. It asserts that the tax delinquency rate is increasing and at the same time fiscal responsibility for the education of the handicapped has been shifted to the Employer. The Employer takes the position that its final offer is more reasonable when compared with the wage increases received by other district employees. It argues that it must maintain internal consistency among different employee groups. The Employer points out that its offer is substantially higher than the increase in the cost of living and its teachers have significantly exceeded the rate of inflation over the last eight years. It asserts that the rate of inflation has been on a steady decline since January of 1986 and its proposal of a 6 percent increase in its total package is more than five times the increase in the Consumer Price Index. The Employer argues that its final offer maintains the historical ranking of its teacher's salaries in the comparable districts. It takes the position that the Association has failed to justify the need to improve the position of its teachers at the benchmarks. The Employer asserts that its final offer is more reasonable when compared with the total compensation provided to teachers in comparable districts. It asserts that it has provided fair and equitable benefits that are clearly in line with the benefits received by teachers in the comparable districts. The Employer argues that its final offer strikes a reasonable and appropriate balance between the interest of the public and its teaching staff. It asserts that it has attempted to hold the line on its expenditures and the interest and the welfare of the public will not be served by granting the Association proposal.

DISCUSSION

Both the Employer and the Association have relied primarily on Comparable

Group A as the primary comparable group to which the Employer should be compared. The Association has also relied on Comparable Group B which consists of seven nearby school districts, one of which is a VTAE. Other comparisons were made with the 125 school districts that had reached agreement on wages for the 1986-87 school year and those districts in that group of 125 that were similar in size to the Employer. The Employer objected to any consideration of any comparable group other than the school districts in the Eastern Wisconsin Athletic Conference which is Comparable Group A. It pointed out that arbitrators traditionally have used the conference as the comparable group and Arbitrator Kerkman relied solely upon the athletic conference in the 1985-86 mediation/arbitration involving these same parties. In his award Kerkman rejected expansion of the comparable group to include nearby school districts and comparing proposals with settlements on a state wide basis. This arbitrator is satisfied that the conference school districts would be the most appropriate comparable group to which the Employer should be compared. This is particularly true because Arbitrator Kerkman used the conference schools as the only comparable group in making his award for the 1985-86 school year. However, only two of the seven school districts in Comparable Group A have reached agreement on a 1986-87 salary schedule. That is a rather narrow comparison to make in determining the validity of the proposals made by the Employer and the Association. Accordingly the arbitrator has considered the agreements reached by the nearby school districts that are not in the conference and the averages of the state wide settlements to determine if the two settlements in Comparable Group A were aberrations or if they fit into a broader pattern. A close examination of all of the comparisons establishes to the satisfaction of the arbitrator that the two settlements in Comparable Group A have features about them that are similar to the settlements in Comparable Group B as well as the state wide settlements.

Chilton and Kiel are the two school districts that reached agreement in Comparable Group A. Their settlements provided average dollar increases per teacher of \$1,795.00 and \$1,757.00 respectively with an average of \$1,776.00. The percentage increases were 7.83% at Chilton and 7.3% at Kiel for an average of 7.565%. The average dollar increase per teacher in Comparable Group B was \$1,959.00 and the percentage increase was 7.54%. The state wide average dollar increase per teacher was \$2,103.00 and the state wide average dollar increase per teacher of school districts of similar size to the Employer averaged \$1,975.00. While the two settlements in Comparable Group A provide a somewhat lower average dollar increase per teacher than the settlements in Comparable Group B and the state wide average settlements, they follow a similar pattern. The average of the percentage increase in Comparable Group A was 7.565% and in Comparable Group B it was 7.54%. Those settlements would indicate that a 7.565% increase with an average dollar increase per teacher of \$1,776.00 reflects a pattern to which the Employer can properly be compared. The Association's proposal of an average dollar increase per teacher of \$1,816.00 is just \$40.00 per teacher more than the average in Comparable Group A while the Employer's proposal of an average dollar increase of \$1,334.00 is \$442.00 below the average of Comparable Group A. Obviously the Employer's proposal misses the pattern

established in Comparable Group A by a large margin while the Association's proposal is very close. The Association's proposal of a 7.85% increase is just .235% larger than the average in Comparable Group A while the Employer's proposal is 2% lower. The Association's proposal is extremely close to the pattern established by Chilton and Kiel while the Employer's proposal misses the average increase by a wide margin. Clearly, the Association's proposal provides an average dollar increase and a percentage increase in salary costs that fits the pattern of Comparable Group A very closely. It is somewhat lower than the pattern in Comparable Group B and the state wide settlements as far as average dollar increase per teacher is concerned, but not enough to be considered a departure from the pattern. The Employer's proposal does not provide average dollar increases per teacher or percentage salary increases that are even close to the averages in Comparable Group A and the state wide settlements and fits no pattern whatsoever. The Employer's proposal is somewhat similar to the proposals of other school districts in Comparable Group A that did not reach agreement and went to mediation/arbitration but they were only proposals and do not constitute comparisons that can be considered under the statutory criteria.

Over the period from the 1982-83 school year to the 1984-85 school year the Employer's teachers lost ground at a number of the bench marks. As a result of Arbitrator Kerkman's award for the 1985-86 school year they held their ranking at two bench marks, gained at four bench marks, and lost in one. Kerkman based his award in favor of the Association in large part on the demonstrated deterioration of the historical bench mark ranking of the Employer's teachers when compared to the athletic conference schools. He concluded that the Association's offer for the 1985-86 school year more nearly restored the historic ranking within the athletic conference previously enjoyed by the Employer's teachers. The erosion of the Employer's teachers salaries at most bench marks was halted by placing a flat dollar amount on each cell. This had the effect of providing the largest percentage increases to those bench marks where the most erosion in ranking had occurred. It increased the BA base from the lowest ranking in the comparable group to third in the 1985-86 school year. That one shot flat dollar increase for each cell in the salary schedule halted the deterioration of the Employer's salary schedule at a number of the bench marks and restored a relationship between the Employer's teachers and other teachers in the comparable group of similar experience and training that Kerkman felt had historically existed in the past.

In the 1986-87 school year the Employer proposes to increase each cell of the salary schedule by a flat dollar amount of \$912.00. Such an increase would provide the greatest percentage increases to those very same bench marks that received the greatest increases in the 1985-86 school year. Kerkman felt that the 1985-86 salary schedule restored the historic relationships between the Employer's teachers and teachers of comparable training and experience in other school districts in Comparable Group A. A flat dollar increase as proposed by the Employer would distort those historic relationships that Kerkman restored by his award for the 1985-86 school year. The Employer's proposal would aggravate the situation even more by proposing a flat dollar increase at each cell that

would result in an average dollar increase per teacher well below the average of the two school districts in Comparable Group A that have reached agreement and the patterns in Comparable Group B and state wide settlements. The Employer's final offer generates a 5.73% increase at the BA base but the percentage increases for current employees at other places on the salary schedule would decline to such a degree that the most experienced teachers with the most training would receive increases as low as 3.36%. Those are the same teachers who received the smallest percentage increases last year. The Employer's proposal would destroy the historic relationships re-established by the Kerkman award and erode the salaries of the Employer's best trained and most experienced teachers in comparison to other teachers in the comparable group of similar training and experience.

The Association's proposal retains the relationships established by the Kerkman award for the 1985-86 school year by providing each cell on the salary schedule with a 5.75% wage rate adjustment. If the Employer's offer was selected, its teacher would lose ranking at the BA minimum, MA minimum, MA maximum, schedule maximum, BA seventh step, and MA tenth step in comparison to Chilton which ranked near the bottom of Comparable Group A in the 1985-86 school year. Selection of the Employer's final offer would result in its teachers losing ranking to Kiel at the BA minimum, MA minimum, MA maximum, schedule maximum, BA +10, and MA +10 bench marks. The Kerkman award halted the erosion of the bench marks in the Employer's salary schedule and restored what he described as "the historic ranking within the athletic conference previously enjoyed" by the Employer's teachers. The Employer's proposal for the 1986-87 school year would distort the relationships which Kerkman re-established with his award for the 1985-86 school year.

The average dollar increase per teacher in Comparable Group B for the 1986-87 school year was \$1,915.00. The Association's proposal had an average dollar increase per teacher of \$1,816.00 which was \$143.00 below the average of Comparable Group B and the Employer's final offer had an average dollar increase per teacher of \$1,334.00 which was \$625.00 below the average of Comparable Group B. Obviously the Association's final offer is much closer to the pattern of geographically similar voluntary settlements. The average dollar increase per teacher resulting from the state wide settlements for the 1986-87 school year was \$2,103.00. The Association's final offer was \$287.00 less than the state wide average while the Employer's final offer was \$769.00 less than the state wide average. Again the Association's final offer is much closer to the average. Regardless of the comparison group used, the final offer of the Association is closer to the pattern of voluntary settlements than that of the Employer. If the Employer's final offer was adopted, the difference between the voluntary settlement pattern and the Employer would grow wider and reach proportions unwarranted in all but the most economically depressed communities. The Employer has made no claim that it is financially distressed and unable to pay. During the 1985-86 school year the Employer made the lowest payments of salaries and fringe benefits per pupil of any school district in Comparable Group A and had the next to the lowest cost per pupil in that group. Its education related

expenditures per pupil in the 1985-86 school year was the lowest in Comparable Group A.

The Employer accurately points out that its final offer provides increases in excess of those provided to other district and area employees including the private sector and its teachers enjoy fully paid health insurance, dental insurance, long term disability, and retirement. The arbitrator finds this to be true. However the percentage increases in teachers settlement has consistently exceeded the percentage increases in both the private sector and among other public employees and that was true for the 1986-87 school year. It should be noted that the Employer has not been entirely consistent in the way it determines percentage increases for all of its employees. For example, on January 1, 1986 an employee with one year of experience in food service auxiliary staff was making \$4.59 per hour. This same employee moved forward one step and would be making \$5.12 per hour. That represented an 11.5% increase and not 4.1% as the Employer claims. Both the Employer and the Association cost the teacher movement through the salary schedule in the teacher wage package but the Employer deletes this item from its percentage increase costs analysis for its food service auxiliary staff. As Kerkman said in his award for the 1985-86 school year, the methods by which the rates of settlement of city and county employees are calculated are different from the methods traditionally used in teacher units. It is true that the Employer's teachers receive fully paid health insurance, dental insurance, long term disability insurance, and retirement but that is true in every school district in Comparable Group A. The Employer points out that its offer is substantially higher than the increase in the cost of living and contends that its teachers have significantly exceeded the rates of inflation over the last eight years. Arbitrators have consistently found area teacher settlements to be a more accurate index in measuring the cost of living than the consumer price index. The proper measure of increase for teachers should not be just the increase in the consumer price index but should be determined by what other comparable school districts and teachers have settled for who will face the same conditions of inflation. Settlement patterns for teachers have never been consistent with the price increases as measured by the consumer price index.

The percentage increase of 5.75% per cell as proposed by the Employer will preserve the relationships between the salaries of the Employer's teachers and those of other teachers in Comparable Group A with similar experience and training. That historic relationship was just re-established by the Kerkman arbitration award for the 1985-86 school year and it would not make sense to disrupt it by once again resorting to a flat dollar increase per cell that would provide the greatest percentage increases to the same bench marks that received the greatest percentage increases for the 1985-86 school year. It is more reasonable to adopt a salary schedule that preserves those relationships as well as the relationships that have been established between the Employer's own teachers based on their experience and training.

There is no reason why the Employer should not provide a salary increase

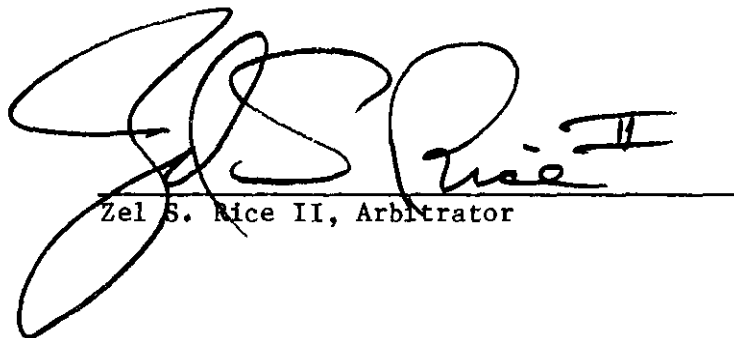
that is similar to the pattern in Comparable Group A and other comparison groups. The proposal of the Association comes much closer to the patterns of average dollar increase per teacher and percentage increase that has been established by the settlements reached in Comparable Group A and in other comparable groups for the 1986-87 school year than does the Employer's proposal.

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 18th day of June, 1987.



Zel S. Rice II, Arbitrator

EXHIBIT "A"

Name of Case: Shelbygon Falls School District
Case 21, No 037500, Med/Arb - 10461

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.

11-25-86

(Date)

Richard Terry

(Representative)

On Behalf of:

Shelbygon Falls Faculty Association

**FINAL OFFER OF THE
SHEBOYGAN FALLS FACULTY ASSOCIATION**

Case 21
No. 37566
Med/Arb. 4044

Date:

The following constitutes the final offer of the Sheboygan Falls Faculty Association for a 1986-87 Agreement between the Union and the Employer pursuant to Section 111.70 (4)(cm)6.

FINAL OFFER

The Association proposes that all terms and conditions of the 1985-1986 Collective Bargaining Agreement become the terms and Conditions of the successor agreement with the exception of Items A and B below.

All terms and conditions of the successor agreement shall be retroactive to the first day of the agreement.

A. Stipulations

B.

1. Wages - Maintain current structure. Increase each cell by 5.75% (Schedule attached)

DWT

SHEBOYGAN FALLS
1986-1987 SALARY SCHEDULE

STEP	BA	B+6	B+12	B+18	B+24	B+30	MA	M+6	M+12
1.0	16825	16993	17161	17329	17497	17666	17834	18002	18170
2.0	17603	17779	17954	18130	18305	18481	18656	18832	19008
3.0	18268	18451	18634	18817	19000	19183	19366	19549	19732
4.0	18935	19125	19315	19506	19696	19886	20077	20267	20457
5.0	19601	19799	19996	20194	20391	20588	20786	20984	21182
6.0	20266	20471	20676	20881	21087	21292	21497	21702	21907
7.0	20932	21145	21357	21570	21782	21995	22208	22420	22633
8.0	21986	22206	22425	22645	22865	23085	23305	23524	23744
9.0	22637	22864	23091	23318	23545	23772	23999	24226	24453
10.0	23287	23522	23756	23990	24224	24459	24693	24927	25161
11.0	23939	24180	24421	24663	24904	25145	25387	25629	25870
12.0	24589	24838	25086	25336	25584	25833	26081	26330	26578
13.0	25239	25495	25751	26007	26263	26519	26775	27031	27287
14.0	25891	26154	26416	26680	26943	27206	27470	27733	27995
15.0	---	---	---	---	---	---	28163	28434	28704

 NUMBER OF EMPLOYEES (FTE) = 48.57
 TOTAL PAYROLL = \$1,116,310.00

Ruf

SHEBOYGAN FALLS
1986-1987 LONGEVITY

STEP	BA	B+6	B+12	B+18	B+24	B+30	MA	M+6	M+12
16	26135	26398	26662	26924	27187	27451	0	0	0
17	26379	26643	26906	27168	27432	27695	28438	28708	28979
18	26624	26887	27150	27413	27676	27939	28713	28983	29254
19	26868	27131	27395	27658	27920	28183	28987	29258	29529
20	27112	27376	27639	27902	28164	28428	29262	29533	29802
21	27356	27620	27893	28146	28410	28672	29537	29807	30077
22	27601	27864	28127	28391	28654	28916	29811	30082	30352
23	27845	28108	28372	28635	28898	29162	30086	30357	30626
24	---	---	---	---	---	---	30361	30630	30901

 NUMBER OF EMPLOYEES (PTE) = 40.50
 TOTAL PAYROLL = \$1,167,060.00

Ruef

EXHIBIT "B"

Name of Case: Shelby County Public School District
Case 21, No. 037566, med/arb - 4044

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.

11/25/86
(Date)


(Representative)

On Behalf of: Board of Education - Shelby County Public School District

SCHOOL DISTRICT OF SHEBOYGAN FALLS

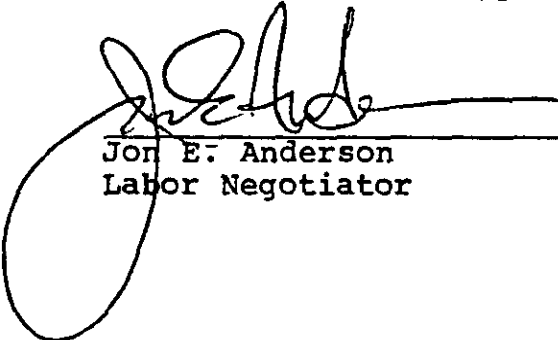
FINAL OFFER

The Final Offer of the School Board of the School District of Sheboygan Falls for a one year contract with the Sheboygan Falls Faculty Association commencing on July 1, 1986 and expiring on June 30, 1987 shall include all terms and conditions of the 1985-1986 Collective Bargaining Agreement except as those terms have been modified as indicated below. The Final Offer shall include:

1. All tentative agreements reached between the parties during negotiations.
2. The attached salary schedule.

Dated this 24th of November, 1986.

FOR THE BOARD OF EDUCATION



Jon E. Anderson
Labor Negotiator

Jon E. Anderson

0	16822	16981	17140	17299	17458	17617	17776	17935	18094
2	17558	17724	17890	18056	18222	18388	18554	18720	18886
3	18187	18360	18533	18706	18879	19052	19225	19398	19571
4	18817	18997	19177	19357	19537	19717	19897	20077	20257
5	19447	19634	19821	20008	20194	20381	20568	20755	20942
6	20076	20270	20464	20658	20852	21046	21240	21434	21628
7	20706	20907	21108	21309	21510	21711	21912	22113	22314
8	21703	21911	22118	22326	22534	22742	22950	23157	23365
9	22318	22533	22747	22962	23177	23391	23606	23821	24035
10	22933	23155	23376	23598	23819	24041	24262	24484	24705
11	23549	23777	24005	24234	24462	24690	24919	25147	25375
12	24164	24399	24634	24870	25105	25340	25575	25810	26045
13	24779	25021	25263	25505	25747	25989	26231	26473	26715
14	25395	25644	25892	26141	26390	26639	26888	27137	27385
15	25626	25875	26124	26372	26621	26870	27119	27368	27615
16	25857	26106	26355	26603	26852	27101	27350	27600	27848
17	26088	26337	26586	26834	27083	27332	27581	27830	28078
18	26319	26568	26817	27066	27314	27563	27812	28061	28310
19	26550	26799	27048	27297	27545	27794	28043	28292	28541
20	26781	27030	27279	27528	27777	28025	28274	28523	28772
21	27012	27261	27510	27759	28008	28256	28505	28754	29003
22	27243	27492	27741	27990	28239	28488	28736	28985	29234
23							29622	29877	30133

BA	BA+6	BA+12	BA+18	BA+24	BA+30	MA	MA+6	MA+12
