

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

RECEIVED
AUG 07 1987
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of
BEAVER DAM SCHOOL DISTRICT
To Initiate Mediation-Arbitration
Between Said Petitioner and
BEAVER DAM EDUCATION ASSOCIATION

Case 15 No. 37768
MED/ARB-4109
Decision No. 24176-A

Appearances:

Davis & Kuelthau, S. C., Attorneys at Law, by Mr. Clifford B. Buelow, appearing on behalf of the Employer.
Mr. Armin Blaufuss, UniServ Director, WinnebagoLand UniServ Unit-South, appearing on behalf of the Association.

ARBITRATION AWARD:

On December 29, 1986, the Wisconsin Employment Relations Commission appointed the undersigned as Mediator-Arbitrator, pursuant to 111.70 (4) (cm) 6. b. of the Municipal Employment Relations Act, in the matter of a dispute existing between Beaver Dam School District, referred to herein as the Employer, and Beaver Dam Education Association, referred to herein as the Association, with respect to certain issues as specified below. Pursuant to statutory responsibilities, the undersigned conducted mediation proceedings between the Association and the Employer on April 2, 1987, at Beaver Dam, Wisconsin. Mediation efforts failed to resolve the dispute, and pursuant to prior notice to the parties, and after the parties executed a waiver of the statutory provisions of 111.70 (4) (cm) 6.c., which require the Mediator-Arbitrator to provide written notice of his intent to arbitrate, and that the Mediator-Arbitrator provide the opportunity for each party to withdraw its final offer; the undersigned conducted arbitration proceedings on April 2, 1987, at Beaver Dam, Wisconsin. During the arbitration proceedings the parties were present and given full opportunity to present oral and written evidence and to make relevant argument. The proceedings were not transcribed, however, briefs and reply briefs were filed in the matter. Final briefs were received by the Arbitrator by June 3, 1987.

THE ISSUES:

The final offers of the parties reflect the following issues at dispute:

I. BASE SALARY

Employer - \$17,880

Association - \$18,050

2. APPENDIX B (Other Ancillary Pay)

Employer - Increase items 1 through 6 by 6%

Association - Increase all 1985-86 dollar amounts by 8%

3. APPENDIX D (Summer School Salary Schedule)

Employer - Increase rates by 6%

Association - Increase 1985 summer, per week dollar amounts by 8%

The salary schedule proposed by the Association is attached hereto as Appendix A, and the salary schedule proposed by the Employer is attached hereto as Appendix B.

DISCUSSION:

At issue here is the salary schedule and two wage appendices for 1986-87. The undersigned has reviewed the dispute with respect to the salary appendices found at Appendix B and Appendix D of the Collective Bargaining Agreement, and is persuaded that the dispute over these two salary appendices will not be determinative of the outcome of this arbitration award. Nevertheless, the undersigned notes that the Employer proposes 5% per cell increase on the teacher salary schedule and 6% on the disputed Appendices B and D; compared to 6% per cell salary increase proposed by the Association on the teacher salary schedule and 8% proposed increase on Appendices B and D. The foregoing increases on Appendices B and D compare to a 7.3% salary increase, inclusive of increments, proposed by the Employer, and an 8.3% salary increase proposed by the Association. The undersigned further notes that a review of the record and of the briefs fails to establish why the parties have not proposed a percentage increase at Appendices B and D, consistent with the percentage increase proposed in the teacher salary schedule. From the foregoing, then, the undersigned finds that the schedules at Appendices B and D will be determined by the outcome of the central issue in this dispute, i.e., the teacher salary schedule.

The differential between the parties' positions for the teacher salary schedule is 1%, irrespective of whether the differential is viewed as a percentage per cell increase; or as a salary increase, inclusive of increments; or a package percentage increase. The evidence establishes that the Employer has proposed a 5% per cell increase, and the Association a 6% per cell increase, a differential of 1%. The evidence further establishes that the salary increase, inclusive of increments, using a cast forward method, results in a salary increase of 7.3% pursuant to the Employer final offer, and an increase of 8.3% pursuant to the Association final offer, a difference of 1%. Similarly, the package percentage increase proposed by the Employer calculates to 6.9%; whereas, the Association final offer calculates to a package percentage increase of 7.9%; a difference of 1%.

When considering average dollars of increase per teacher, the parties' final offers establish that the average salary increase per returning teacher proposed by the Employer is \$1850, compared to an average salary increase proposed by the Association of \$2108. The package increase for the average returning teacher calculates to \$2332 pursuant to the Employer offer; whereas, the Association offer package increase per average returning teacher calculates to \$2661.

All of the foregoing, then, must be reviewed in the light of the evidence presented after considering the arguments of the parties, and in light of the statutory criteria found at 111.70 (4) (cm) 7, paragraphs a through h. In evaluating the statutory criteria that applies to this dispute, the undersigned will consider the statutory criteria to which the parties have directed their evidence and argument. The Association directs its argument to the comparables, asserting that: 1) the Association final offer on salary is more reasonable and should be selected because: a) the settlement patterns in the comparable school districts support the Association final offer when considering either a benchmark analysis or the relative ranking of this district vis a vis the comparables; or a comparison of dollar increase per returning teacher; b) the patterns of settlements in comparable school districts of the economic geographic area should be considered the appropriate indicator as to the cost of living criteria; and c) the interest and welfare of the public are best served by the Association salary schedule offer.

The Employer argues its proposed comparables favor the selection of the Employer offer in this dispute. The Employer further argues that in the event the Arbitrator is unwilling to rely on the primary and secondary comparables proposed by the Employer because of the sparcity of settlements contained within those comparables, then, other criteria should take preeminence over the comparables because of an insufficient pattern of settlements emerging to direct the result of this dispute. In support of the foregoing, the Employer cites: Rosendale-Brandon School District, 23621-A (Vernon, 1986); Evansville Community School District, 22930-A (Grenig, 1986); New Holstein School District, 22898-A (Yaffe, 1986); Cashton Education Association, 22957-A (Malamud, 1986); and Valders School District, 19804-A (Petrie, 1983). The Employer then argues that its position is supported by the other criteria which include: 1) public sector settlements, citing Green Bay Area Public School District, Voluntary Impasse Procedure, (Malamud, 1987) page 31; 2) private sector settlements, citing Green Bay Area Public School District, supra, page 33; 3) salary increases granted by area employers; 4) the interest and welfare of the public; 5) the Consumer Price Index.

Both parties put reliance on settlement patterns and wage increases granted among comparable school districts. The parties, however, are not in agreement as to what constitutes the comparables. The undersigned, therefore, must initially determine the appropriate set of comparables for the purpose of comparing the final offer of the parties to the patterns of settlement and the salary rates being paid in those comparable districts.

THE COMPARABLES

The Association proposes three sets of comparables. The primary comparables proposed by the Association include the Little Ten Athletic Conference, comprised of Hartford Union High School, Oconomowoc, Watertown, Waupun and West Bend.¹ A secondary group of Association comparables are those a consulting firm used in making an administrative salary study on behalf of this Employer. These proposed comparables include Antigo, Ashwaubenon, Cudahy, Germantown, Greendale, Hamilton, Hudson, Kaukauna, Menasha, Oconomowoc, South Milwaukee, Watertown, Waupun and West Bend. Finally, the Association includes a tertiary set of proposed comparables

^{1/} The conference also includes a private school, Wisconsin Lutheran. The Association excludes Wisconsin Lutheran as comparable.

which they title: "other settled districts", which include: Cedarburg, Grafton, Hartland Union High School, Menomonee Falls, Mequon-Thiensville and Port Washington.²

The Employer proposes two sets of comparables. The primary comparables proposed by the Employer consist of the school districts of DeForest, Fort Atkinson, Portage, Sun Prairie, Watertown and Waupun. The secondary comparables proposed by the Employer consist of Berlin, Jefferson, Kewaskum, Ripon and Slinger.

The undersigned first considers the Association proposal that the Athletic Conference be the primary comparable. The Employer opposes the inclusion of the Athletic Conference, except for the school districts of Watertown and Waupun, which it includes in its comparables. Among the reasons for the Employer's opposition to the conference as a set of comparables is the Employer argument that the conference schools are spread across several counties and are not proximate to each other. The undersigned rejects that Employer argument, because the Employer's proposed primary comparables would have the same characteristics that the conference comparables possess. Specifically, the undersigned notes that the Employer proposed primary comparable of Fort Atkinson lies considerably farther from the Employer school district than any of the comparables contained within the Athletic Conference. Similarly, the Employer opposes the inclusion of Hartford Union High School from the athletic comparables, and proposes among its secondary comparables the Slinger School District. The Slinger School District lies significantly further from the instant school district than does the district of Hartford Union High School. The Employer also opposes the inclusion of the Athletic Conference comparable of West Bend, and at the same time proposes among its comparables Sun Prairie and Portage as primary comparables, both of which lie approximately the same distance from the instant school district as does West Bend. From all of the foregoing, the Employer reliance on the disparity of distances is misplaced.

The undersigned has considered the arguments advanced by the parties with respect to the inclusion of the Athletic Conference comparables, wherein, the Association cites arbitration awards which have included this conference as comparables in arbitration proceedings in other districts of this Athletic Conference. The undersigned also has reviewed the holdings of Arbitrator Vernon in the Waupun School District Med-Arb, in which Vernon held that the Athletic Conference was not comparable. In Watertown, Decision No. 20212-A, June 24, 1983, Arbitrator Zeidler held that Oconomowoc, Hartford Union High School, West Bend, Beaver Dam and Watertown were comparable school districts. In West Bend (Voluntary Impasse Procedure 4/6/83), Arbitrator Peggnetter included all of the Wisconsin Little Ten Athletic Conference Districts in the comparison group he used in that proceeding. Arbitrator Hutchinson in Hartford Union High School (Dec. No. 16923-A 9/12/79) determined the Athletic Conference to be comparable in that dispute. By way of contrast, Arbitrator Vernon in Waupun, (Decision No. 21852, 5/14/85) held that the Athletic Conference was not a set of comparables for the purpose of comparing wages, hours and conditions with the School District of Waupun. However, he did include in his comparison certain of the districts which included Beaver Dam, Hartford Union High School and Watertown in that comparable set. From the fore-

^{2/} While the Association at Exhibit 5 provides a listing of proposed comparables among Dodge County school districts which include: Dodge, Horicon, Hustisford, Lomira, Mayville; the Association adduces no evidence with respect to comparisons to those districts, nor does it make argument with respect to said comparisons.

going, the undersigned concludes that the weight of arbitral authority in prior arbitrations has held that members of the Little Ten Athletic Conference districts are comparable. Because of the weight of the authority of prior arbitrations holding that members of the Little Ten Athletic Conference constitute comparability; and because the undersigned is persuaded after reviewing all of the logistical data put into evidence in this matter that those conclusions were correct as it relates to the Beaver Dam School District compared to the other members of this conference; the undersigned concludes that the Athletic Conference is properly a part of the comparables to be considered here.

The undersigned now turns to the remaining proposed comparables proposed by the Association. The Association proposes that the administrative comparables which the Employer used for the purpose of determining salary adjustments for administrative personnel in this school district be considered as comparables as well. With the exception of Oconomowoc, Watertown, Waupun and West Bend, which are members of this Athletic Conference and have already been held to be comparable, the undersigned sees no comparability for the purpose of comparing wages, hours and working conditions of teachers in this listing. Consequently, the undersigned rejects the Association proposed comparables of Antigo, Ashwaubenon, Cudahy, Germantown, Greendale, Hamilton, Hudson, Kaukauna, Menasha, South Milwaukee.

Similarly, the undersigned rejects the comparables that the Association proposed in Exhibit A entitled "Other Settled Districts" comprising Cedarburg, Grafton, Hartland Union High School, Menomonee Falls, Mequon-Thiensville and Port Washington. In the opinion of the undersigned, the foregoing districts are too geographically removed from the instant school district to be established as comparables for the purpose of comparing wages, hours and conditions of employment.

The undersigned is puzzled by the fact that the Association has adduced no evidence with respect to the Dodge County School Districts, which in its Exhibit No. 5 it sets forth as possible comparables. Those districts are Dodgeand, Horicon, Hustisford, Lomira and Mayville. The undersigned might be persuaded to consider certain of these school districts as comparable, as he did in Dodgeand (Decision No. 23378-B 11/20/86). However, since neither party has adduced evidence with respect to comparability data on these potential comparables, the undersigned will not include them in these comparisons.

It remains to be determined what, if any, of the Employer proposed comparables should be considered. A review of the demographics of the primary proposed comparables of the Employer satisfies the undersigned that Fort Atkinson, Portage and Sun Prairie should be included among the comparables here. The Employer, in its primary comparables also includes Watertown and Waupun, however, they are already included by reason of the prior determination of the undersigned that the conference schools are to be included. The undersigned looks to the Employer secondary comparables, and concludes, based on the demographics and data in this record that of those proposed by the Employer, only Ripon should be included.

From all of the foregoing, then, the undersigned determines that the comparables, for the purposes of determining the wage dispute in this matter, are Hartford Union High School, Oconomowoc, Watertown, Waupun, West Bend, Fort Atkinson, Portage, Sun Prairie and Ripon. The foregoing listing will be treated as one set of primary comparables.

THE SALARY DISPUTE

Having determined the comparables, we now turn to an analysis of the wage offers of the parties vis a vis the data of settled districts among the comparables. The undersigned will first consider the patterns of settlements compared to each parties' final offer. The final offer of the parties shows that the Employer proposes a 7.3% salary increase, and the Association proposes an 8.3% salary increase, inclusive of increments. The foregoing salary increases establish an average dollar increase per returning teacher, pursuant to the Employer offer, of \$1850, and pursuant to the Association offer, of \$2108. The undersigned will first attempt to analyze how these data compare to the patterns of settlement among the comparable school districts as they have now been determined. Among the nine comparables, as they are now determined, only five have settled, based on information contained in this record, and based on the Arbitrator taking notice of the Award issued in West Bend. This data reveals that the percentage increase, salary only, range among the settled districts of Watertown, Waupun, West Bend, Fort Atkinson and Portage from a low of 6% at Fort Atkinson to a high of 8.6% at Watertown. Similarly, the average dollar per returning teacher ranges from a low of \$1474 in Fort Atkinson to a high of \$2300 in Watertown. The average of the five settled districts calculates to a percentage salary increase of these five settled districts of 7.34%, and an average dollar per returning teacher increase of \$1881.40. The percentage range varies by an amount of 2.6% and, therefore, the mid-point of that range of settlements as a percentage is 7.3%, precisely the Employer offer in this matter. Similarly, the Employer offer of 7.3% equates almost exactly to the average percentage increase among the five settled comparable districts of 7.34%.

When making the comparison of average dollar increase per returning teacher, the mid-point of the average dollar increase per returning teacher among the five settled districts calculates to \$1897 and the average calculates to \$1881.40. Obviously, the Employer offer of average increase per returning teacher of \$1850 is much closer to either of these numbers than is the Association offer of \$2108 per returning teacher.

Based on the foregoing analysis of the patterns of settlement among the comparable districts, the undersigned concludes that the Employer offer is more in keeping with the pattern in that it lies almost exactly at the mid-point and average of the comparable school districts.

Having determined that the pattern of settlements support the Employer offer, it remains to be determined whether the higher settlements among the comparables at Watertown and Waupun should carry greater evidentiary weight in making the decision in this matter than the lower settlements found among the remaining comparables. The undersigned has reviewed all of the record evidence with respect to the settlements at Watertown and Waupun, and concludes that the record fails to establish that the teachers of the Employer in this school district are entitled to the size of the salary increases that were negotiated in Watertown and Waupun.

With respect to the Watertown settlement, the undersigned notes that the Watertown settlement was awarded by Arbitrator Zeidler, and at pages 23 and 24 of his Award, the Arbitrator makes clear that he grounds a large part of his decision on his conclusions that the Watertown teachers were entitled to catch up. The undersigned has reviewed the record in this matter, and finds no compelling

case for catch up for the teachers of this school district. As Arbitrator Vernon stated in DePere School District (Decision No. 19728-A, 1982):

Even if one were to conclude the erosion would occur, it must also be recognized that some erosion is inevitable in a wage leadership position as lower-ranked schools strive to catch up. While there is some merit to a wage differential argument, wage differentials must be kept in perspective . . . Arbitrators may be sanctioning perpetual leap frog wage races by awarding catch up in lower-ranked schools and by granting increases in higher ranked schools based on erosion of positive wage differentials in leader schools. If this would occur, no meaningful catch up would ever occur and only escalation would result.

Because the record evidence satisfies the undersigned that Watertown was awarded a higher settlement by reason of the necessity to catch up; and because the undersigned is further satisfied that the record supports a conclusion that the catch up which Watertown has realized by the higher settlement fails to erode in any significant manner the position which Beaver Dam has heretofore enjoyed; the undersigned concludes the weight of the Watertown settlement is unpersuasive in support of the Association offer.

With respect to the higher settlement in the School District of Waupun, there are also considerations which minimize the impact of the Waupun settlement. First and foremost, the Waupun settlement of 8% and \$2200 average per returning teacher was negotiated a year prior to the instant round of bargaining as the second year of a two year agreement. Arbitrators have almost consistently held that the impact of a wage settlement which was negotiated in a time frame outside of the time frame in which the instant dispute is being negotiated has little, if any, import. Furthermore, there is evidence in this record that the Waupun settlement took into account a \$170 savings per year per teacher in insurance cost when the Employer switched insurance coverage. There are no kindred savings demonstrated in the instant dispute. The undersigned, therefore, concludes that the higher Waupun settlement is unpersuasive and fails to establish a case for the Association offer in this dispute.

The undersigned has reviewed the traditional benchmarks, and is satisfied that the adoption of the Employer offer would have little or no impact on the traditional benchmark comparisons which the parties have heretofore enjoyed. Consequently, the undersigned concludes that the Employer offer is preferred on this comparison, as well.

COMPARISON OF PUBLIC SECTOR SETTLEMENTS

The record evidence adduced at hearing establishes that in the City of Beaver Dam public employees settled for wage increases ranging from 3.38% to 6.30% in 1986. The foregoing data is extrapolated from Employer Exhibit D-5, 1 through 97. The same exhibits establish that Dodge County employees, both represented and nonrepresented, range from a low of 2.99% to a high of 6.37%. The same exhibits further reflect that professional employees in Dodge County received increases ranging from a low of 3.75% to a high of 5.97%. All of the foregoing data establishes, to the satisfaction of the undersigned, that the Employer offer here of 7.3% is supported by increases either negotiated for or granted to other public sector employees in this same area.

The undersigned has considered the fact that administrative personnel of this school district received increases averaging \$3772 or 10.6% for 1986-87. The undersigned is persuaded that the foregoing data is inapposite, because the record evidence found in Exhibits D-3, pages 92 and 94, reveal that the consultants who made the recommendation for the increases did so on the basis that the administrators in this district were being paid on an overly conservative basis, and that significant catch up was warranted. Here, the undersigned has concluded that there is no case for catch up among the teaching staff in this district, and, consequently, the higher percentage and dollar increases awarded administrators do not impact the level of settlement for teachers in this district.

The undersigned has also considered the statutory criteria which directs the undersigned to consider wages, hours and conditions of employment in the private sector. The private sector data is not totally complete, however, what is contained in that data indicates that settlements in the private sector have ranged from a zero increase to a high of 7% for 1987. Thus, the incomplete patterns of settlement in the private sector would support the Employer final offer. The undersigned notes, however, that there is no comparison of wages paid in the private sector to wages paid among the employees in this bargaining unit.

Finally, with respect to the comparisons of other public sector settlements and private sector settlements, while the undersigned notes that it supports the Employer offer, the data is not the controlling consideration in arriving at the decision in this matter.

THE CONSUMER PRICE INDEX

The statutory criteria directs the undersigned to consider increases in the cost of living as measured by the Consumer Price Index. Clearly, the Employer offer exceeds the increase in the Consumer Price Index for the year at issue here. While it is true that the amount of protection against inflationary spirals can best be measured by the voluntary patterns of settlement, nevertheless, this criteria, when standing alone, supports the Employer offer.

THE PUBLIC INTEREST AND WELFARE

Each party has adduced voluminous amounts of literature supporting its position that the interest and welfare of the public would require the adoption of its final offer. Furthermore, the parties have made pages and pages of argument with respect thereto. The undersigned has carefully reviewed all of the documentation provided by both parties, and the argument with respect thereto. After considerable deliberation, the undersigned concludes that the adoption of either party's offer would not adversely affect the interest and welfare of the public to such an extent that there would be reason for the rejection of the final offer of either party. Consequently, the undersigned concludes that this criteria is unpersuasive in support of either party's position.

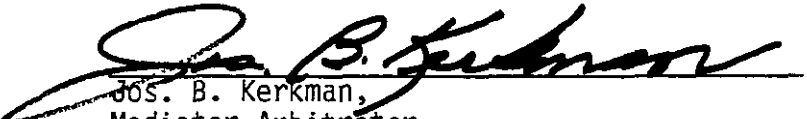
SUMMARY AND CONCLUSIONS:

In the preceding portions of this Award, the undersigned has concluded that the record evidence supports the final offer of the Employer in this matter. Therefore, the undersigned will award the final offer of the Employer. Consequently, based on the record in its entirety, and the discussion set forth above, after considering all of the arguments of the parties, and the statutory criteria, the undersigned makes the following:

AWARD

The final offer of the Employer, along with the stipulation of the parties, as well as those terms of the predecessor Collective Bargaining Agreement which remained unchanged through the bargaining process, are to be incorporated into the written Collective Bargaining Agreement between the parties.

Dated at Fond du Lac, Wisconsin, this 6th day of August, 1987.


JOS. B. Kerkman,
Mediator-Arbitrator

JBK:rr

APPENDIX A

Name of Case: Beaver Dam Sch. Dist.

Case 15
No. 37708
Med ARB 4.69

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.

12-13-86

(Date)

Jay J. Johnson

(Representative)

On Behalf of:

Beaver Dam Education Association

BEAVER DAM EDUCATION ASSOCIATION

FINAL OFFER

DECEMBER 18, 1986

THE FINAL OFFER OF THE ASSOCIATION SHALL CONTAIN THE PROVISIONS OF THE 1985-86 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BEAVER DAM EDUCATION ASSOCIATION AND THE BEAVER DAM SCHOOL DISTRICT EXCEPT AS MODIFIED BY THE STIPULATIONS BETWEEN THE PARTIES AND THIS FINAL OFFER.

1. APPENDIX A SALARY SCHEDULE

1986-87 SALARY SCHEDULE - ATTACHED

NO CHANGE IN SALARY SCHEDULE FORMAT

NO CHANGE IN APPENDIX A PROVISIONS A, B, C, D, E AND F

2. APPENDIX B. OTHER ANCILLARY PAY

INCREASE ALL 1985-86 DOLLAR AMOUNTS BY 8%

3. APPENDIX D SUMMER SCHOOL SALARY SCHEDULE

INCREASE 1985 SUMMER, PER WEEK DOLLAR AMOUNTS BY 8%

~~APPENDIX B DIFFERENTIAL ANCILLARY ASSIGNMENTS~~
~~ATTACHED.~~

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12-18-86

BEAVER DAM ASSOCIATION PROPOSED 1986-87 SALARY SCHEDULE 12/18/86

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
1.0	18050	18727	19404	20081	20758	21434	22111	22788
1.5	18434	19125	19816	20508	21199	21889	22581	23272
2.0	18817	19523	20229	20934	21640	22345	23051	23756
2.5	19201	19921	20641	21361	22081	22800	23521	24241
3.0	19584	20319	21053	21788	22522	23256	23990	24725
3.5	19968	20717	21466	22215	22964	23711	24460	25209
4.0	20351	21115	21878	22641	23405	24167	24930	25693
4.5	20735	21513	22290	23068	23846	24622	25400	26178
5.0	21119	21911	22703	23495	24287	25078	25870	26662
5.5	21502	22309	23115	23921	24728	25533	26340	27146
6.0	21886	22706	23527	24348	25169	25989	26810	27630
6.5	22269	23104	23940	24775	25610	26444	27279	28115
7.0	22653	23502	24352	25202	26051	26900	27749	28599
7.5	23036	23900	24764	25628	26492	27355	28219	29083
8.0	23420	24298	25177	26055	26934	27811	28689	29567
8.5	23803	24696	25589	26482	27375	28266	29159	30052
9.0	24187	25094	26001	26909	27816	28722	29629	30536
9.5	24571	25492	26414	27335	28257	29177	30099	31020
10.0	24954	25890	26826	27762	28698	29633	30568	31504
10.5	25338	26288	27238	28189	29139	30088	31038	31989
11.0	25721	26686	27651	28615	29580	30543	31508	32473
11.5	26105	27084	28063	29042	30021	30999	31978	32957
12.0	26488	27482	28475	29469	30462	31454	32448	33441
12.5	26872	27880	28888	29896	30903	31910	32918	33926
13.0	27256	28278	29300	30322	31345	32365	33388	34410
13.5	---	---	---	30749	31786	32821	33857	34894
14.0	---	---	---	31176	32227	33276	34327	35378

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12-18-86

BEAVER DAM 1985-86 ACTUAL DISTRIBUTION WITHOUT LONGEVITY 6/10/86

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	TOTAL
1.0	2.830	0.000	0.000	0.000	0.000	0.000	0.000	0.000	2.830
1.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
2.0	5.500	2.550	0.000	0.000	1.000	0.000	0.000	0.000	9.050
2.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
3.0	2.800	0.000	0.000	0.000	0.000	0.000	0.000	0.000	2.800
3.5	2.000	1.000	0.000	1.000	0.000	0.000	0.000	0.000	4.000
4.0	3.000	1.000	0.000	0.000	3.000	0.000	0.000	0.000	7.000
4.5	4.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	4.000
5.0	2.000	1.000	1.000	0.000	3.000	0.000	0.000	0.000	7.000
5.5	0.000	0.000	0.000	1.000	0.000	0.000	0.000	0.000	1.000
6.0	6.600	1.550	1.000	0.000	6.000	2.000	0.000	0.000	17.150
6.5	0.000	0.000	0.000	3.000	0.000	0.000	0.000	0.000	3.000
7.0	5.000	1.910	1.000	0.000	0.000	0.000	0.000	0.000	7.910
7.5	0.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	1.000
8.0	3.000	1.000	3.000	0.000	7.000	0.000	0.000	2.000	16.000
8.5	0.000	0.000	0.000	0.000	0.000	1.000	0.000	0.000	1.000
9.0	4.000	1.000	2.000	0.000	0.000	0.000	0.000	0.000	7.000
9.5	0.000	0.000	0.000	1.000	1.000	0.000	0.000	0.000	2.000
10.0	0.000	0.550	2.000	1.000	1.000	0.000	0.000	0.000	4.550
10.5	0.000	0.000	0.000	0.000	1.000	0.000	0.000	0.000	1.000
11.0	0.000	1.000	0.000	0.000	1.000	0.000	0.000	0.000	2.000
11.5	0.700	1.000	0.000	0.000	1.000	0.000	0.000	0.000	2.700
12.0	1.000	0.000	0.000	0.000	2.000	0.000	0.000	0.000	3.000
12.5	0.000	0.000	0.000	0.000	1.000	0.000	0.000	0.000	1.000
13.0	11.000	8.000	10.000	1.000	2.300	1.000	1.000	1.000	35.300
13.5	---	---	---	0.000	2.000	0.000	0.000	0.000	2.000
14.0	---	---	---	11.000	19.030	4.030	6.060	3.030	43.150
TOTAL	53.430	22.560	20.000	19.000	51.330	8.030	7.060	6.030	187.440

J. L. J.
12-18-86

18050

BEAVER DAM ~~940,727~~ BASE SCHEDULE VALUED USING 85-86 DIST. MOVED FORWARD 1 YR. 12/18/86

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	TOTAL
1.0	0	0	0	0	0	0	0	0	0
1.5	0	0	0	0	0	0	0	0	0
2.0	53252	0	0	0	0	0	0	0	53252
2.5	0	0	0	0	0	0	0	0	0
3.0	107712	51813	0	0	22522	0	0	0	182047
3.5	0	0	0	0	0	0	0	0	0
4.0	56983	0	0	0	0	0	0	0	56983
4.5	41470	21513	0	23068	0	0	0	0	86051
5.0	63357	21911	0	0	72861	0	0	0	158129
5.5	86008	0	0	0	0	0	0	0	86008
6.0	43772	22706	23527	0	75507	0	0	0	165512
6.5	0	0	0	24775	0	0	0	0	24775
7.0	149510	36428	24352	0	156306	53800	0	0	420396
7.5	0	0	0	76884	0	0	0	0	76884
8.0	117100	46409	25177	0	0	0	0	0	188686
8.5	0	24696	0	0	0	0	0	0	24696
9.0	72561	25094	78003	0	194712	0	0	61072	431442
9.5	0	0	0	0	0	29177	0	0	29177
10.0	99816	25890	53652	0	0	0	0	0	179358
10.5	0	0	0	28189	29139	0	0	0	57328
11.0	0	14677	55302	28615	29580	0	0	0	128174
11.5	0	0	0	0	30021	0	0	0	30021
12.0	0	27482	0	0	30462	0	0	0	57944
12.5	18810	27880	0	0	30903	0	0	0	77593
13.0	327072	226224	293000	0	62690	0	0	0	908986
13.5	0	0	0	0	31786	0	0	0	31786
14.0	0	0	0	374112	751856	167378	242349	142573	1678270
TOTAL	1237420	572724	553013	555643	1518350	250355	242349	203645	5133500

YEAR	# EMPLOYEES	TOTAL PAYROLL	AVERAGE SALARY
THIS	187.44	\$5,133,500.	\$27,387.40
NEXT	187.44	\$5,219,360.	\$27,845.50

INCREASE IN PAYROLL NEXT YEAR IF NO CHANGE IN STAFF \$85,858
WHICH IS A 1.67 % INCREASE

Handwritten signature and date: 12-15-86

LONGEVITY PLACEMENT

1985-86

1986-87

STEP 24

2

4

STEP 28

3

3

STEP 32

2.03

2.03

210
12-18-86

APPENDIX B

Name of Case: Bowen v. Sch. Dist. 15
14215
12 3776E
M.J. #26 4109

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.

12/10/06
(Date)

U. H. D. Buehn
(Representative)

On Behalf of: SCHOOL DISTRICT OF BOULDER CO

SCHOOL DISTRICT OF BEAVER DAM
FINAL OFFER

1. One year agreement
2. Present collective bargaining agreement as modified by tentative agreements.
3. Base salary: \$17,800
4. Appendix B (Other Ancillary Pay) (p. 55):
Increase items 1 through 6 by 6%
5. Appendix D (Summer School) (p. 57):
Increase rates by 6%.

CB3
12/10/06

12/18/86 7:34 PM

School

	BA	BA+10	BA+20	BA+30	MA-IN	MA+10	MA+20	MA+30
1	\$17,880	\$18,551	\$19,221	\$19,892	\$20,562	\$21,233	\$21,903	\$22,574
1.5	\$18,260	\$18,945	\$19,629	\$20,314	\$20,999	\$21,684	\$22,368	\$23,053
2	\$18,640	\$19,339	\$20,038	\$20,737	\$21,436	\$22,135	\$22,834	\$23,533
2.5	\$19,020	\$19,733	\$20,446	\$21,160	\$21,873	\$22,586	\$23,299	\$24,013
3	\$19,400	\$20,127	\$20,855	\$21,582	\$22,310	\$23,037	\$23,765	\$24,492
3.5	\$19,780	\$20,521	\$21,263	\$22,005	\$22,747	\$23,488	\$24,230	\$24,972
4	\$20,160	\$20,916	\$21,672	\$22,428	\$23,184	\$23,940	\$24,696	\$25,452
4.5	\$20,540	\$21,310	\$22,080	\$22,850	\$23,621	\$24,391	\$25,161	\$25,931
5	\$20,920	\$21,704	\$22,489	\$23,273	\$24,058	\$24,842	\$25,627	\$26,411
5.5	\$21,300	\$22,098	\$22,897	\$23,696	\$24,494	\$25,293	\$26,092	\$26,891
6	\$21,680	\$22,492	\$23,305	\$24,118	\$24,931	\$25,744	\$26,557	\$27,370
6.5	\$22,059	\$22,887	\$23,714	\$24,541	\$25,368	\$26,196	\$27,023	\$27,850
7	\$22,439	\$23,281	\$24,122	\$24,964	\$25,805	\$26,647	\$27,488	\$28,330
7.5	\$22,819	\$23,675	\$24,531	\$25,387	\$26,242	\$27,098	\$27,954	\$28,809
8	\$23,199	\$24,069	\$24,939	\$25,809	\$26,679	\$27,549	\$28,419	\$29,289
8.5	\$23,579	\$24,463	\$25,348	\$26,232	\$27,116	\$28,000	\$28,885	\$29,769
9	\$23,959	\$24,858	\$25,756	\$26,655	\$27,553	\$28,452	\$29,350	\$30,248
9.5	\$24,339	\$25,252	\$26,165	\$27,077	\$27,990	\$28,903	\$29,815	\$30,728
10	\$24,719	\$25,646	\$26,573	\$27,500	\$28,427	\$29,354	\$30,281	\$31,208
10.5	\$25,099	\$26,040	\$26,981	\$27,923	\$28,864	\$29,805	\$30,746	\$31,688
11	\$25,479	\$26,434	\$27,390	\$28,345	\$29,301	\$30,256	\$31,212	\$32,167
11.5	\$25,859	\$26,829	\$27,798	\$28,768	\$29,738	\$30,708	\$31,677	\$32,647
12	\$26,239	\$27,223	\$28,207	\$29,191	\$30,175	\$31,159	\$32,143	\$33,127
12.5	\$26,619	\$27,617	\$28,615	\$29,613	\$30,612	\$31,610	\$32,608	\$33,608
13	\$26,999	\$28,011	\$29,024	\$30,036	\$31,049	\$32,061	\$33,074	\$34,088
13.5	\$26,999	\$28,011	\$29,024	\$30,459	\$31,486	\$32,512	\$33,539	\$34,566
14	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
14.5	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
15	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
15.5	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
16	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
16.5	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
17	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
17.5	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
18	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
18.5	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
19	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
19.5	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
20	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
20.5	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
21	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
21.5	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
22	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
22.5	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
23	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
23.5	\$26,999	\$28,011	\$29,024	\$30,882	\$31,923	\$32,963	\$34,004	\$35,045
24	\$27,535	\$28,548	\$29,560	\$31,418	\$32,459	\$33,500	\$34,541	\$35,582
24.5	\$27,535	\$28,548	\$29,560	\$31,418	\$32,459	\$33,500	\$34,541	\$35,582
25	\$27,535	\$28,548	\$29,560	\$31,418	\$32,459	\$33,500	\$34,541	\$35,582
25.5	\$27,535	\$28,548	\$29,560	\$31,418	\$32,459	\$33,500	\$34,541	\$35,582
26	\$27,535	\$28,548	\$29,560	\$31,418	\$32,459	\$33,500	\$34,541	\$35,582
26.5	\$27,535	\$28,548	\$29,560	\$31,418	\$32,459	\$33,500	\$34,541	\$35,582
27	\$27,535	\$28,548	\$29,560	\$31,418	\$32,459	\$33,500	\$34,541	\$35,582
27.5	\$27,535	\$28,548	\$29,560	\$31,418	\$32,459	\$33,500	\$34,541	\$35,582
28	\$28,072	\$29,084	\$30,097	\$31,954	\$32,995	\$34,036	\$35,077	\$36,118
28.5	\$28,072	\$29,084	\$30,097	\$31,954	\$32,995	\$34,036	\$35,077	\$36,118
29	\$28,072	\$29,084	\$30,097	\$31,954	\$32,995	\$34,036	\$35,077	\$36,118
29.5	\$28,072	\$29,084	\$30,097	\$31,954	\$32,995	\$34,036	\$35,077	\$36,118
30	\$28,072	\$29,084	\$30,097	\$31,954	\$32,995	\$34,036	\$35,077	\$36,118
30.5	\$28,072	\$29,084	\$30,097	\$31,954	\$32,995	\$34,036	\$35,077	\$36,118
31	\$28,072	\$29,084	\$30,097	\$31,954	\$32,995	\$34,036	\$35,077	\$36,118
31.5	\$28,072	\$29,084	\$30,097	\$31,954	\$32,995	\$34,036	\$35,077	\$36,118
32	\$28,608	\$29,620	\$30,633	\$32,491	\$33,532	\$34,573	\$35,614	\$36,655

CBB
12/18/86