

AUG 21 1987

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In The Matter Of The Stipulation Of:

AMERY SCHOOL DISTRICT

-and-

Decision No. 24187-A

NORTHWEST UNITED EDUCATORS

To Initiate Mediation/Arbitration  
Between Said Parties

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Appearances: Alan D. Manson, Executive Director, for the Union  
Stephen L. Weld, Attorney at Law, for the Employer

Northwest United Educators, hereinafter referred to as the Union, and Amery School District, hereinafter referred to as the Employer, filed a stipulation with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein they alleged that an impasse existed between them in their collective bargaining and they 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 Union has been and is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all classroom teachers, guidance counselors, nurse, learning disabilities coordinator, and non-supervisory social workers, but excluding managerial, supervisory and confidential employees and all other employees. The Union and Employer have been parties to a collective bargaining agreement covering wages, hours, and working conditions that expired on June 30, 1986.

On June 10, 1986 the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement and thereafter they met on one occasion in an effort to reach an accord. On December 10, 1986 the Union and the Employer filed a stipulation and at the same time waived the conduct of an investigation in the matter and requested that an impasse be certified and arbitration ordered.

The Commission concluded that an impasse existed between the parties with respect to negotiations leading toward a new collective bargaining agreement covering wages, hours, and conditions of employment. It ordered that mediation/arbitration be initiated and directed the parties to select a mediator/arbitrator from the panel submitted by it. Upon being advised that the parties had selected Zel S. Rice II the Commission issued an order on February 5, 1987 appointing him as the Mediator/Arbitrator to endeavor to mediate the issues in dispute. In the event he was unable to resolve the impasse between the parties he was directed to issue a final and binding award to resolve the impasse by selecting either the total final offer of the Union or the total final offer of the Employer.

A mediation session was conducted at Amery, Wisconsin on March 3, 1987. After a lengthy period of mediation it became apparent to mediator/arbitrator and the parties that neither party could make the necessary moves to resolve the impasse. Accordingly the mediation phase of the proceeding was declared at an end and the arbitration hearing began. Both parties were given an opportunity to present evidence. On August 3, 1987 all of the briefs and replies were filed with the Arbitrator.

The final offer of the Union, attached hereto and marked Exhibit A, proposed to continue the 1986-87 salary schedule and increase all rates in it by 4 percent. It proposed to add another step to the BA lane of the schedule for the 1986-87 school year with the provision that the step would disappear from the schedule effective June 30, 1987. The Employer's final offer, attached hereto and marked Exhibit B, proposed to increase all steps 1.2 percent per cell to result in a total package increase of 4 percent using the "cast forward" costing method. It also proposed that all personnel located in the MA columns would be artificially placed so that the maximum experience in the 1986-87 school year would be at Step 9. Those employees moving from the BA columns to the MA columns in the 1986-87 school year would be artificially placed at Step 8.

As of February 10, 1987, 188 school districts in Wisconsin had reached agreement on 1986-87 collective bargaining agreements. The weighted average salaries were as follows: the BA Minimum was \$17,496.00, the BA 7 Step was 22,351.00, the BA Maximum Step was \$26,723.00, the MA Minimum was \$19,497.00, the MA 10 Step was \$27,664.00, the MA Maximum Step was \$31,425.00 and the Schedule Maximum was \$33,862.00. The average dollar increase per returning teacher on an unweighted basis was \$2,013.00. On an unweighted basis the average salaries of the 188 schools at the various bench marks were as follows: BA Minimum \$16,944.00, BA 7 Step \$21,238.00, BA Maximum \$25,078.00, MA Minimum \$18,905.00, MA 10 Step \$26,110.00, MA Maximum \$29,446.00 and Schedule Maximum \$31,330.00. The average dollar increase per returning teacher on an unweighted basis was \$1,938.00.

The Union relies on two comparable groups. The first one, hereinafter referred to as Comparable Group A, consists of all of the 24 school districts in CESA 11 including the Employer. The weighted average of the BA minimum salaries in Comparable Group A for the 1986-87 school year was \$16,931.00 and that reflected an increase of 7.2 percent or \$1,137.00. The BA Maximum weighted average in Comparable Group A was \$23,630.00 and that reflected a 6 percent increase or \$1,338.00. The MA Minimum weighted average was \$18,616.00 and that reflected an 8.1 percent increase or \$1,402.00. The MA Maximum salary in Comparable Group A for the 1986-87 school year was \$28,699.00 and that reflected a 6.4 percent increase or \$1,727.00. The weighted average of the Schedule Maximum in Comparable Group A was \$30,937.00 and that reflected a 6.9 percent increase or \$1,999.00. The BA 7 Step weighted average in Comparable Group A was \$20,661.00 and that reflected a 6.4 percent increase or \$1,234.00. The MA 10 Step weighted average salary in the 1986-87 school year in Comparable Group A was \$25,436.00 and that reflected a 7 percent increase or \$1,655.00. On an unweighted basis, the averages and increases were slightly different. The BA Minimum was \$16,711.00 reflecting a 7 percent increase or \$1,094.00. The BA

Maximum was \$23,752.00 reflecting a 6.4 percent increase or \$1,424.00. The MA Minimum was \$18,295.00 reflecting a 7.4 percent increase or \$1,259.00. The MA Maximum was \$28,123.00 reflecting a 6.6 percent increase or \$1,741.00. The Schedule Maximum was \$29,683.00 reflecting a 6.8 percent increase or \$1,894.00. The BA 7 Step average salary was \$20,500.00 reflecting a 6.5 percent increase or \$1,256.00. The MA 10 Step average salary was \$24,830.00 reflecting a 6.8 percent increase or \$1,575.00.

The Union relied on another comparable group, hereinafter referred to as Comparable Group B, consisting of the Employer and the seven other school districts in the Middle Border Conference. They are Baldwin-Woodville, Ellsworth, Mondovi, River Falls, Durand, Hudson and New Richmond. In the 1985-86 school year the average BA Minimum on a weighted basis in Comparable Group B was \$15,812.00. That represented an increase of 6.1 percent or \$909.00 over the previous year. The average BA Maximum was \$22,538.00 and it represented a 5.7 percent increase or \$1,218.00. The average MA Minimum was \$17,212.00 and that represented a 6 percent increase or \$971.00. The average MA Maximum salary on a weighted basis in the 1985-86 school year in Comparable Group B was \$27,569.00. That was a 5.4 percent increase or \$1,422.00. The Schedule Maximum was \$30,005.00 and that represented an increase of 5.3 percent or \$1,509.00. The BA 7 Step average salary on a weighted basis in Comparable Group B for 1985-86 school year was \$19,567.00. It represented the 5.8 percent increase of \$1,068.00. The average MA 10 Step salary was \$24,048.00 and it represented a 5.5 percent increase or \$1,216.00. On an unweighted basis the BA Minimum in Comparable Group B during the 1985-86 school year was \$15,843.00. It represented a 6.2 percent increase or \$919.00. The BA Maximum salary was \$22,676.00 and it represented a 5.9 percent increase or \$1,266.00. The MA Minimum salary was \$17,265.00 and it represented a 6.1 percent increase or \$988.00. The MA Maximum salary was \$27,725.00 and it represented a 5.7 percent increase or \$1,498.00. The average Schedule Maximum salary on an unweighted basis in Comparable Group B in the 1985-86 school year was \$29,727.00. It represented a 5.6 percent increase or \$1,571.00. The BA 7 Step average salary was \$19,661.00 and it represented a 5.9 percent increase or \$1,099.00. The MA 10 Step average salary on an unweighted basis was \$24,081.00 and it represented a 5.7 percent increase or \$1,306.00. In the 1986-87 school year, the average BA Minimum salary on a weighted basis in Comparable Group B was \$16,933.00. That represented a 7.1 percent increase or \$1,121.00. The BA Maximum was \$23,988.00 and it represented a 6.4 percent increase or \$1,444.00. The MA Minimum was \$18,430.00 and that represented a 7.1 percent increase or \$1,222.00. The MA Maximum was \$29,330.00 and it represented a 6.4 percent increase or \$1,754.00. The 1986-87 Schedule Maximum salary on a weighted basis in Comparable Group B was \$32,084.00 and it represented a 6.9 percent increase or \$2,077.00. The BA 7 Step salary was \$20,937.00 and it represented a 7 percent increase or \$1,371.00. The MA 10 step salary was \$25,787.00 and it represented a 7.3 percent increase or \$1,746.00. In the 1986-87 school year, the average BA Minimum salary on an unweighted basis in Comparable Group B was \$16,961.00 and it represented a 7.1 percent increase or \$1,118.00. The BA Maximum salary was \$24,117.00 and it represented a 6.4 percent increase or \$1,441.00. The MA Minimum salary was \$18,486.00 and it represented a 7.1 percent increase or \$1,221.00. The MA Maximum in 1986-87 was \$29,463.00 and it represented a 6.3 percent increase or

\$1,738.00. The 1986-87 Schedule Maximum average salary on an unweighted basis in Comparable Group B was \$31,715.00. It represented a 6.7 percent increase or \$1,988.00. The BA 7 Step salary was \$21,024.00 and it represented a 6.9 percent increase or \$1,363.00. The MA 10 Step average salary on an unweighted basis was \$25,800.00 and it represented a 7.1 percent increase or \$1,719.00.

For the 1984-85 school year, the total cost per pupil in Comparable Group B ranged from a low of \$3,222.00 at Ellsworth to a high of \$4,200.00 at Baldwin-Woodville. The Employer's total cost per pupil including transportation in the 1984-85 school year was \$3,532.00 and it ranked sixth from the top in the comparable group. The levy rate in Comparable Group B ranged from a low of 9.94 at Ellsworth to a high of 13.30 at Baldwin-Woodville. The Employer's levy rate of \$11.88 per thousand was the third highest in the comparable group. The average teacher salary in the school districts in Comparable Group B during the 1985-86 school year ranged from a low of \$22,223.00 at Durand to \$25,673.00 at Baldwin-Woodville. The average teacher salary in Comparable Group B was \$24,092.00. The Employer's average salary of \$24,361.00 was well above the average and ranked third in Comparable Group B. The average fringe benefits in Comparable Group B, including insurance and retirement, had a cost ranging from a low of \$2,830.00 at Mondovi to a high of \$4,294.00 at New Richmond and the average was \$3,459.00. The Employer's average fringe benefits cost was \$3,734.00 and it was sixth from the top in Comparable Group B. The family health insurance premium in Comparable Group B in the 1986-87 school year ranged from a low of \$157.36 at Durand to a high of \$206.56 at River Falls and the average was \$189.94. The Employer's family premium is \$179.56 per month. The family dental premium in Comparable Group B ranged from the Employer's low of \$30.58 a month to a high of \$42.14 at Ellsworth and the average was \$35.86 per month. The long term disability insurance cost per thousand in Comparable Group B ranged from the Employer's low of 23 cents to a high of 58 cents in Hudson. The average was 39 cents per thousand.

In the 1985-86 school year the Employer had 47.75 teachers in the BA lane, 22.5 teachers in the BA+10 lane, no teachers in the BA+20 lane, 15 teachers in the MA lane, 3 teachers in the MA+15 lane and 6.64 teachers in the MA+30 lane. The Employer had 94.89 full-time equivalent teachers in the 1985-86 school year. In the 1985-86 school year, the Employer's total payroll was \$2,227,110.00 and the average salary was \$23,470.40. Without any change in staff for the 1986-87 school year, the Employer's salary cost would increase by \$67,531.00 or 3.03 percent. The Union's proposal would result in a total payroll during the 1986-87 school year of \$2,386,430.00 and the average salary would be \$25,149.40. The Employer's proposal would result in a total payroll of \$2,317,110.00 and the average salary would be \$24,418.90. The Employer's 1984-85 payroll was \$2,031,940.00 and the average salary was \$21,692.60. If the 1985-86 salary schedule had not been restructured, the total payroll would have been \$2,064,040.00 and the average salary would have been \$22,035.20. That would have been an increase in the total salary cost of \$32,095.00 or 1.58 percent. The Union's 1985-86 proposal would have had a total payroll of \$2,198,200.00 and the average salary would have been \$23,467.50. That proposal was not agreed to by the Employer. The 1986-87 average wage in Comparable Group B ranged from a low of \$24,213.00 at Durand to a high of \$26,662.00 at Hudson and the average

was \$25,647.00. The Employer proposes a 1986-87 average wage of \$24,684.00 and the Union proposes one of \$25,414.00. The percentage increase in Comparable Group B for 1986-87 ranged from a low of 7.7 percent at Durand to a high of 11.1 percent at New Richmond and the average was 8.5 percent. The Employer proposes a 5.2 percent increase and the Union proposes 8.3. The average dollar increase in Comparable Group B for the 1986-87 school year ranged from a low of \$1,726.00 at Durand to a high of \$2,588.00 at New Richmond and the average was \$2,015.00. The Employer's proposal would provide an average dollar increase per teacher of \$1,214.00 and the Union would provide \$1,944.00.

The area in which the Employer is located is primarily agricultural. There is very little industry, but some business develops from recreation in the summer. Many senior citizens living on fixed incomes live in the area. Some residents commute to other communities for employment. Land values in the area have dropped at least 25 percent and the property taxes have shifted to rural homes. Bank payments and collections are slower in the area and there are more foreclosures on homes, small businesses and farms than there have been for many years. Banks are tightening up on loans. Many older farmers who sold their farms on land contracts are getting them back and they are too old to farm. Implement dealers from the area are gone and the number of milk haulers has declined. Buildings on some of the farms are deteriorating. Tax collections are slow and some are delinquent. Even though farm land has declined in price, it still costs substantially more than a farmer can afford to pay and still generate a positive cash flow.

The Employer and the Union developed a new salary schedule in their negotiations for 1985-86 collective bargaining agreement. It had a BA lane with a beginning salary of \$18,000.00, a BA+10 lane with a beginning salary of \$19,000.00, a BA+20 lane with a beginning salary of \$20,000.00, an MA lane with a beginning salary of \$21,000.00, an MA+15 lane with a beginning salary of \$22,000.00 and an MA+30 lane with a beginning salary of \$23,000.00. The BA, BA+10 and BA+20 lanes had increment steps of \$380.00 each. The BA lane had 18 increment steps, the BA+10 lane had 19 increment steps and the BA+20 lane had 20 increment steps. The MA lane had 21 increment steps of \$460.00 each and the MA+15 lane had 23 increment steps of \$460.00 each. The MA+30 lane had 23 increment steps of \$480.00 each. There were 47.75 full-time equivalent teachers in the BA lane, 22.5 full-time equivalent teachers in the BA+10 lane, 15 in the MA lane, 3 in the MA+15 lane and 6.64 full-time equivalent teachers in the MA+30 lane for a total faculty of 94.89 full-time equivalent teachers. That was an increase of more than 2 full-time equivalent teachers over the preceding year. The total salary cost for the 1985-86 school year for those 94.89 full-time equivalent teachers was \$2,227,111.00. The Employer's proposal for the 1986-87 school year would have a salary cost of \$2,342,280.00. That is an increase of 5.17 percent over the preceding year and would provide an average dollar increase per teacher of \$1,213.71. The Union's final offer would have a total salary cost for the 1986-87 school year of \$2,411,489.00. That is an increase of 8.28 percent and would provide an average increase per teacher of \$1,943.07. The extra curricular pay cost would be \$117,215.00 making the total wage cost resulting from the Union's proposal \$2,528,704.00. Health insurance premiums would cost \$164,196.00, dental insurance premiums would cost \$27,950.00, long

term disability insurance would cost \$444.00, life insurance would cost \$5,247.00, Wisconsin Retirement System contributions would cost \$305,973.00 and FICA payments would total \$180,802.00 making the total cost of the Union's proposal \$3,213,316.00. That is an increase over the preceding year of \$229,458.00 or 7.7 percent. The increase in cost per teacher would be \$2,418.00. The Employer's proposal would have a wage and extra curricular wage cost of \$2,459,495.00. The health insurance, dental insurance, long term disability and life insurance cost would be the same as in the Union's proposal but the Wisconsin Retirement System contribution would be \$297,599.00 and the FICA payments would be \$175,854.00. The total cost of the Employer's proposal would be \$3,130,641.00 which is an increase of \$146,783.00 or 4.9 percent over the preceding year. The increase in cost per teacher would be \$1,547.00. If the lane movements are included, the Employer's proposal would have a wage cost of \$2,342,280.00. That would be an increase of 5.17 percent over the preceding year and the average increase per teacher would be \$1,213.71 including payments for lane changes. If lane changes are included in the Union's final offer, the total cost would be \$2,411,489.00. That would result in an increase of 8.28 percent and the average increase per teacher including lane changes would be \$1,943.07. That would make the total cost of the Employer's salary proposal, extra curricular pay and other benefits \$3,130,641.00 which is an increase over the preceding year of \$146,783.00 or 4.9 percent. The average increase in cost per teacher would be \$1,547.00. The Union's proposal would have a total cost, including lane movements, of \$3,213,316.00. That would be an increase over the preceding year of \$229,458.00 or 7.7 percent. The average increase in cost per teacher would be \$2,418.00.

The Employer's school district had a 1985 population of 13,568. The full value of the property within the school district was \$211,222,179.00 and the school district levy was \$2,864,944.00.

Between January 1986 and December 1986, the Consumer Price Index for all Urban Consumers increased from 328.4 to 331.1. That was an increase of 2.7 points or .822 percent. The Consumer Price Index for Urban Wage Earners and Clerical Workers increased from 324.3 in January of 1986 to 325.7 in December of 1986. That was an increase of 1.4 points or .43 percent. In July of 1986 the annual rate of the Urban Wage Earners and Clerical Workers Consumer Price Index in the Minneapolis area was 1.2 percent.

In the 1979-80 school year the Employer had an equalized valuation of \$150,160,540.00. The following year it increased by \$26,650,036.00 which was a 17.7 percent increase. The next year it increased by almost 9 million and the year after than it increased by more than 10 million. In the 1983-84 school year the increase was almost 7.5 million and in the 1984-85 school year it was just over 7 million. In the 1985-86 school year the Employer's equalized valuation increased by \$1,020,437.00 to \$211,222,179.00. In the 1986-87 school year the equalized valuation increased by \$675,729.00 or .3 percent and it now stands at \$211,897,908.00. In the 1984-85 school year the Employer received state aid in the amount of \$2,066,337.00. In the 1985-86 school year the amount of state aid increased by 6.87 percent or \$141,976.00 for a total of \$2,208,313.00. In the 1986-87 school year the state aids declined by \$43,139.00

to \$2,165,174.00. In the 1979-80 school year the Employer's tax levy was \$1,952,985.00. The following year it increased by \$131,015.00 or 6.7 percent. In 1981-82 the tax rate increased by \$275,080.00 or 13.2 percent and reached a level of \$2,359,080.00. The following year the levy increased by \$116,615.00 or 4.9 percent. During the next two years the increase was 4 percent or lower and in the 1985-86 school year the tax levy jumped \$200,000.00 or 7.5 percent to reach a level of \$2,864,944.00. In the 1986-87 school year the tax levy increased by \$300,000.00 or 10.5 percent to \$3,164,944.00. During the period from the 1979-80 school year to the 1986-87 school year the Employer's mill rate has ranged from a low of \$1.18 per thousand to the 1986-87 high of \$1.49 per thousand. The median family income in Comparable Group B ranged from a low of \$15,714.00 at Mondovi to a high of \$22,058.00 at River Falls. The Employer's median family income of \$17,456.00 was the third lowest in Comparable Group B. The nearby school districts of Clayton, Clear Lake, Osceola, St. Croix Falls, Turtle Lake and Unity have median family incomes ranging from a low of \$14,802.00 at Turtle Lake to a high of \$19,658.00 at Osceola. The per capita income in Comparable Group B ranged from a low of \$5,490.00 at Mondovi to a high of \$8,326.00 at Hudson. The Employer ranked third from the bottom with a per capita income of \$5,992.00. Clayton, Clear Lake, Osceola, St. Croix Falls, Turtle Lake and Unity had per capita incomes ranging from a low of \$5,278.00 at Turtle Lake to a high of \$6,350.00 at Osceola. The Employer is located in Polk County and it has a total of 497,605 acres. In 1975 it had 2,230 farms and by 1985 the number had declined to 1,740 or 22 percent. The amount of land in farms in Polk County in 1975 was 411,600 acres. By 1985 the amount of land in farms declined to 350,000 acres.

Milk prices were projected to decline by \$1.00 per cwt from December of 1986 to June of 1987. In January of 1987 milk production was down 3 percent from the preceding January. The number of bankruptcies in 1986 increased by 14 percent and the state of the farm economy was a major factor in the increase. In January of 1985 the average price for milk in Wisconsin was \$13.45 per cwt. By July it had declined to \$11.52 and by December it had increased to \$12.23. The average for the year was \$12.30. In January of 1986 the average price for milk in Wisconsin was \$12.09 per cwt. By June it had declined to \$11.58 and by December it was \$13.10. The average price of milk during 1986 was \$12.19 per cwt. In January of 1985 the price of corn was \$2.52 a bushel. By May it had increased to \$2.65 per bushel but by November the price had declined to \$2.22 per bushel. The price climbed to \$2.31 by February of 1986 but by August it had declined to \$1.81 per bushel. By November of 1986 it had declined even further to \$1.43 per bushel. In 1985 the average price for a milk cow was \$850.00 in January and \$870.00 in April. By October it had declined to \$770.00 and by January of 1986 it had declined to \$730.00. By October of 1986 it had risen to \$810.00. Steers and heifers sold for \$57.50 per cwt in January of 1985 and by July the price had declined to \$43.30. In December of 1985 it had risen to \$51.10 but by April of 1986 it had declined to \$47.60 per cwt. By November of 1986 the price for steers and heifers had increased to \$52.30 per cwt. The highest price for slaughter cows in 1985 was the \$41.30 per cwt paid in February. By September the price had declined to \$32.70 per cwt. In February of 1986 it increased to \$36.00 per cwt and by September it was \$37.30 per cwt. By November it had declined to \$33.70 per cwt. The price of calves in February

1985 was \$90.90 per cwt. It dropped the next two months but by June it had risen to \$95.50 per cwt. By November of 1985 it had declined to \$79.50. In February 1986 it had risen to \$89.00 per cwt and by June calves brought \$91.20 per cwt. By November the price declined to \$79.40 per cwt. Fifteen counties in Wisconsin, including Polk County, are farm-dependent counties and are expected to be seriously affected by the farm financial crisis. The unemployment rate in Polk County during 1986 ranged from a low of 6.4 percent in September to a high of 12.3 percent in January and the average was 9.6 percent. The average rate of unemployment for the State of Wisconsin was 7.4 percent in 1986.

The City of Amery gave its employees 3 percent increases in 1986 and 2 percent increases in 1987. In 1987 the health insurance contribution paid by the city was frozen. Polk County gave its employees 2 percent increases in January of 1986 and another 2 percent in July. The nursing home employees have a wage freeze for 1987 and Polk County has not reached agreement with any of its other employees for 1987. St. Croix County gave all of its employees 3 percent increases in 1986 and has agreed on the same increase with its law enforcement employees for 1987. The balance of the employees have not reached agreement for 1987.

The Employer gave its bus drivers, custodial employees, cooks, clerical employees and aides 4 percent total package increases for the 1986-87 school year. Those employees are not represented by labor organizations and the increases were unilaterally determined by the Employer.

In the 1985-86 school year the monthly salaries of the Employer's teachers ranged from a low of \$2,052.00 for a teacher with a BA minimum to a high of \$3,881.00 for a teacher at the schedule maximum. In the West Central Wisconsin Service Delivery Area the minimum monthly salary for a civil engineer was \$1,829.00 and the average was \$2,889.00. The minimum for an accountant was \$1,425.00 and the average was \$1,832.00. A computer systems analyst I received a minimum of \$1,915.00 and the average was \$2,201.00. A mechanical engineer received a minimum of \$1,868.00 and the average was \$2,361.00 per month. A registered nurse received a minimum of \$1,603.00 and the average was \$1,816.00 per month. In the 1986-87 school year the Employer's proposal would pay a teacher with a BA minimum \$2,077.00 per month and the schedule maximum would be \$3,928.00 per month. The Union's proposal would pay \$2,135.00 month to a teacher at the BA minimum and \$4,094.00 to a teacher at the schedule maximum. In the West Central Wisconsin Service Delivery Area a civil engineer received a minimum of \$1,900.00 a month and an average of \$2,747.00 per month during the 1986-87 school year. An accountant received a minimum of \$1,539.00 per month and an average of \$1,971.00. A computer system analyst received a minimum of \$1,978.00 and an average of \$2,487.00. A mechanical engineer received a minimum of \$1,978.00 and an average of \$2,655.00 per month. A registered nurse received a minimum of \$1,544.00 per month during the 1986-87 school year and the average was \$1,948.00.

Northern States Power Company has some employees represented by labor organizations and others are not represented. All of them received a 4 percent increase in 1987. None of the other employees of the private sector employers



surveyed were represented by labor organizations. They included a telephone company, a bank, a hospital and two other private sector employers. Four of the six private sector employers surveyed gave 4 percent increases in 1987 and two gave 5 percent increases.

The Employer relies on a comparable group, hereinafter referred to as Comparable Group C, consisting of the eight school districts including the Employer in the Middle Border Athletic Conference that make up Comparable Group B and the contiguous school districts of Clayton, Clear Lake, Osceola, St. Croix Falls, Turtle Lake and Unity. The 1985-86 state aid per pupil in Comparable Group C ranged from a low of \$971.27 at Unity to a high of \$1,694.45 at Clayton. The Employer's state aide per pupil in the 1985-86 school year was \$1,406.79. The school cost per pupil in Comparable Group C during that year ranged from a low of \$2,691.00 at Ellsworth to a high of \$3,778.00 at St. Croix Falls. The Employer had a school cost per pupil that year of \$3,004.00. The school cost per pupil had increased 156.5 percent in the preceding ten years and that was the largest percentage increase in any school district in Comparable Group C except for St. Croix Falls which increased 183.4 percent. The number of full-time equivalent teachers in the school districts in Comparable Group C during the 1985-86 school year ranged from a low of 18.98 at Clayton to a high of 157.11 at Hudson. The enrollments in Comparable Group C ranged from a low of 290 at Clayton to a high of 2,757 at Hudson. The BA minimum salaries in Comparable Group C during the 1985-86 school year ranged from a low of \$15,100.00 at Clayton to the Employer's high of \$18,000.00. The BA maximum salaries in Comparable Group B during the 1985-86 school year ranged from a low of \$20,827.00 at New Richmond to the Employer's high of \$24,840.00. The MA minimum salaries in Comparable Group C during the 1985-86 school year ranged from a low of \$16,220.00 at Clayton to the Employer's high of \$21,000.00. The MA maximum salaries in the 1985-86 school year in Comparable Group C ranged from a low of \$22,520.00 at Clayton to the Employer's high of \$30,660.00. The schedule maximum salaries during the 1985-86 school year in Comparable Group C ranged from the low of \$22,520.00 at Clayton to the Employer's high of \$34,040.00.

Six school districts in Comparable Group C have reached agreement on salaries for the 1986-87 school year. The BA minimum salaries in Comparable Group C for the 1986-87 school year of those schools that have reached agreement range from a low of \$16,346.00 at Mondovi to a high of \$16,713.00 at Turtle Lake. The Employer's proposal for the 1986-87 school year would provide a BA minimum salary of \$18,216.00 and the Union's proposal would pay \$18,720.00. The BA maximum salaries of the 1986-87 school year in Comparable Group C for those schools that have reached agreement, range from a low of \$22,644.00 at Clayton to a high of \$25,408.00 at Turtle Lake. The Employer proposes a BA maximum salary of \$25,138.00 and the Union proposes \$26,229.00. The BA maximum salary with longevity in Comparable Group C for the 1986-87 school year among those school districts that have reached agreement ranged from a low of \$22,645.00 at Clayton to a high of \$25,762.00 at Hudson. The Employer proposes a BA maximum salary with longevity of \$25,138.00 and the Union proposes \$26,229.00. The 1986-87 MA minimum salary in Comparable Group C among those school districts that have reached agreement ranged from a low of \$17,345.00 at Clayton to a high

of \$18,442.00 at Hudson. The Employer proposes an MA minimum salary of \$21,252.00 and the Union proposes \$21,840.00. The 1986-87 MA maximum salary in Comparable Group C among those school districts that have reached agreement ranged from a low of \$24,300.00 at Clayton to a high of \$30,093.00 at Ellsworth. The Employer proposes an MA maximum salary of \$31,028.00 and the Union proposes \$32,365.00. The 1986-87 MA maximum salary with longevity in Comparable Group C among those school district that have reached agreement ranged from a low of \$24,300.00 at Clayton to a high of \$30,164.00 at Hudson. Longevity does not change the Employer's proposal. The 1986-87 schedule maximum in Comparable Group C among those school districts that have reached agreement ranged from a low of \$24,300.00 at Clayton to a high of \$32,697.00 at Hudson. The Employer proposes a schedule maximum of \$34,448.00 and the Union proposes \$35,901.00. In 1986-87 the schedule maximum salary with longevity in Comparable Group C, among those school districts that have reached agreement, ranged from the low of \$24,300.00 at Clayton to the high of \$34,104.00 at Ellsworth. The Employer has no longevity provision so its schedule maximum is unaffected.

The 1985-86 total compensation contributions in Comparable Group C are quite similar. Most of the school districts pay 100 percent of the single health insurance premium and 100 percent of the family health insurance premium and so does the Employer. Most school districts pay 100 percent of the single and family dental insurance premiums and the Employer does too. Six of the school districts in Comparable Group C pay 100 percent of the long term disability insurance and three school districts pay none of that premium. Three school districts including the Employer pay 50 percent of the premium. Eight school districts in Comparable Group C pay 100 percent of the life insurance premiums and three provide no life insurance coverage. The Employer and one other school district pay 41 percent of the life insurance premium. All of the school districts in Comparable Group C pay all of the employee's contribution toward the Wisconsin Retirement System. The 1986-87 total compensation contributions by the Employer in Comparable Group C are pretty much the same as they were during the 1985-86 school year.

## DISCUSSION

The Employer's 1985-86 salary schedule was the result of a consent award issued by Arbitrator Byron Yaffe after a voluntary settlement restructuring the salary schedule. The restructured salary schedule provided a dramatic increase in wages for all teachers except those at the BA maximum. Teachers were replaced within the new schedule in a manner that reflected academic training but was arbitrary relative to years of experience. The voluntary settlement that was incorporated into Arbitrator Yaffe's consent award was part of a proposal made by him for a two year agreement. That proposal included the 1985-86 salary schedule that was adopted by the Employer and the Union and included a one year freeze on movement into the new BA 20 lane. The second year of Yaffe's proposal was not agreed to by the parties and was not included in the consent award. Yaffe's 1986-87 salary schedule proposal was for a 4 percent per cell adjustment to the newly restructured schedule and included the addition for one year old of a BA step 10.5. Teachers on the BA step 10.5 in the 1986-87 school year would either have to acquire additional education credits to move over to

the next lane in 1987-88 or fall back to BA step 10 when the BA step 10.5 was eliminated at the end of the 1986-87 school year. The final offer of the Union in this proceeding is the same as the proposal that Arbitrator Yaffe made along with the 1985-86 salary schedule that was agreed to by the Employer and the Union and included in the consent award that established the Employer's salary schedule for that year.

The 1985-86 restructured schedule resulted in a dramatically higher starting salary that immediately applied to new teachers hired in the 1986-87 school year. The 1985-86 restructuring increased the potential earnings for experienced staff. The teachers at the top of the BA lane in the 1985-86 school year received a 6.2 percent wage increase and there were no more steps available to them in the BA lane. Other teachers in the salary schedule were replaced, regardless of their experience, and that resulted in them receiving increases close to 6.2 percent or even slightly higher. The replacement was done by placing teachers on the salary schedule based on their academic training but moving them back a number of experience steps from the top step in the last two lanes so that they would still receive increases in the range of 6.2 percent to 7 percent. The unique schedule and wholesale grid changes were agreed upon by the parties to give teachers an incentive to continue their education and bring their increased knowledge back to the classroom. At the BA base the Employer's teachers earned almost \$1,600.00 above the average BA base of the comparables and at the schedule maximum the teachers had the potential of earning over \$7,000.00 above the average.

With the unfreezing of the BA 20 lane in the 1986-87 school year along with staff movement to obtain additional credits, the cost of the Employer's lane change increment is higher than average for the 1986-87 school year. The Union calculates it to be approximately 1.1 percent. That is probably higher than the average cost of lane movement in any of the comparable groups. How much higher is not generally available for comparison. It is clear that the cost of the Employer's experience increments for the 1986-87 school year is well above the average in the comparable groups because the 1985-86 restructuring and artificial placement of teachers on the salary schedule has resulted in all of the teachers being eligible for experience increments until they reach the top steps of the new schedule. The Union suggested that the average cost of experience increments in the district run from 1.5 to 1.75 percent. The Union's proposal provides all teachers with an experience increment with a cost of about 3.1 percent. The Employer's proposal does not provide the half step experience increase to teachers at the top of the BA lane and the Union estimates its cost to be about 2.8 percent. The Union's offer calls for a 4 percent per cell increase and a 3.15 percent experience increment for a total cost of 7.15 percent. If the costs of the lane changes is included, the total cost of the Union's proposal is 8.28 percent. The Employer's proposal calls for a 1.2 percent increase per cell and a 2.84 percent experience increment with a total cost of 4.04 percent without including the cost of the lane changes. If the lane changes are included the total cost of the Employer's proposal is 5.17 percent.

The Union has proposed Comparable Groups A and B as the proper yard sticks against which the proposal should be measured while the Employer proposes

Comparable Group C. Each of the proposed comparable groups has validity. Most arbitrators accept the athletic conference as the preferred measurement group. That is Comparable Group B. Comparable Group A proposed by the Union consists of all the school districts in CESA 11 which includes all of the school districts in the athletic conference plus 17 other schools in the immediate geographic area. The Employer's proposed Comparable Group C includes all of the school districts in the athletic conference plus 7 other schools in the immediate geographical area. While the Employer contends that it has not been selective in developing its comparable group, the arbitrator notes that all but two of the schools in Comparable Group C that are not in the athletic conference have fewer teachers than any school district in the athletic conference and all but two have fewer students. In any event all of the comparable groups have some validity because they are in the same general region and are affected by the agricultural economy as well as the impact of the Twin Cities. Comparable Groups A and C both include the athletic conference schools that make up Comparable Group B. The athletic conference is the common factor in all three comparable groups. Comparable Group B is probably the best one to use for comparison. The other two comparable groups encompass a somewhat broader area but include school districts that are impacted by factors that do not impact on the conference schools.

Bench mark comparisons are frequently used by arbitrators in making their determinations. The reason for their acceptance has been that they measure the wages paid to teachers with similar training and experience. In these proceedings bench mark comparisons have no validity because the Employer's teachers have been placed on the salary schedule at the various bench mark positions without regard to the experience of the individual teachers but by an artificial system agreed upon by the parties. Accordingly, comparing the salaries of teachers at the various bench marks on the Employer's salary schedule with the salaries of teachers in the comparable groups at the same bench marks positions is like comparing apples to oranges. A teacher on the Employer's salary schedule in the MA step 10 lane would not necessarily have the same experience as a teacher at the same step of the MA lane in the schools in the comparable group.

The Employer's most experienced staff received an average 6.2 percent raise under the restructured salary schedule for the 1985-86 school year. This was accomplished through a combination of wage rate increases and the artificial replacement on the salary schedule. The school districts in Comparable Group A generated bench mark increases for the BA maximum, MA maximum and Schedule Maximum bench marks of between 6.1 percent and 6.3 percent. This would indicate that the Employer's highest paid teachers received a percentage increase slightly below the average percentage increase in Comparable Group A for the 1985-86 school year. There was an average bench mark increase of 6.8% in 1986-87 for the school districts in Comparable Groups A and B that have reached agreement for the 1986-87 school year. When an average experience increment cost factor of 1.5 percent is added to that figure it generates an average total wage increase of 8.3 percent. The average wage for a teacher in Comparable Group B during the 1986-87 school year was \$25,647.00. That represented an increase of 8.5 percent and provided an average dollar increase per teacher of \$2,015.00. The Employer's final offer would provide a 1986-87 average wage of

\$24,684.00. It would provide a percentage increase of 5.2 percent and the average dollar increase per teacher would be \$1,214.00. That is 3.3 percent below the average percentage increase in Comparable Group B and \$801.00 below the average dollar increase per teacher. The Union's final offer would provide a 1986-87 average wage of \$25,414.00 for the 1986-87 school year. That would be an increase of 8.3 percent over the preceding year and it would provide an average dollar increase per teacher of \$1,944.00. The Union's proposal comes much closer to the average increase in Comparable Group B both in terms of percentage and in terms of dollars per teacher. Every school district in Comparable Group B paid a higher percentage increase for the 1986-87 school year than the Employer proposes and every school district paid its teachers a higher average dollar increase per teacher than the Employer proposes. While the Union's proposal is slightly lower than the average percentage increase and the average dollar increase per teacher in Comparable Group B for the 1986-87 school year it is very close to the average. The 8.3 percent increase proposed by the Union includes base rate increases, experience increments, and estimated lane changes of approximately 1.1 percent while the 8.5 percent conference average includes only base rate increases and experience increases. The Employer's proposal would provide increases more than 3 percent or \$800.00 per teacher below the average.

A bench mark comparison of the proposals of both the Employer and the Union with the bench marks in Comparable Group B is of limited value. It shows that the Employer's bench marks are higher than all of the others. This means that the Employer's beginning teachers are paid more than the beginning teachers in the comparable group. It does not show that the Employer's other teachers are paid more than the teachers in the comparable group who have similar training and experience. The replacement of the Employer's staff on its salary schedule as part of the 1985-86 settlement makes such a comparison invalid except at the BA maximum where the increases proposed by the Union are below average.

Because of the artificial replacement of the Employer's teachers on its salary schedule the best way to gauge the final offer of the Employer and the Union is to compare them with the average salary, the average salary percentage increase and the average dollar increase per teacher in Comparable Group B. Such a comparison clearly establishes that the Union's proposal provides an average salary, a percentage increase and an average dollar increase per teacher very close to the averages in Comparable Group B while the Employer's proposal is substantially lower in all respects.

The Employer argues that the merits of the individual parties offers must be considered independently of settlements in comparable districts because of its unique salary schedule. However the statutory criteria require the arbitrator to measure the proposals of the parties against the settlements in the comparable school districts. The Employer points to the historical background that existed between it and the other school districts in Comparable Group C. It points out that from 1980 until 1985 the Employer maintained a steady rank at each of the bench marks. At the BA Minimum, MA Maximum, MA Maximum with longevity, Schedule Maximum and Schedule Maximum with longevity bench marks the Employer consistently stayed in the middle of the comparables prior to the

1985-86 school year. At the BA Maximum, the BA Maximum with longevity and the MA Minimum the Employer stayed at the top of the comparables. Its teachers were receiving wage increases comparable to the increases received in other conference schools and their ranking at each of the bench marks remained approximately the same. The 1985-86 voluntary settlement improved the ranking of the Employer's teachers grid to a leadership position at all bench marks. The salary schedule was changed to create two new lanes and longevity payments were discontinued. The employees were artificially placed on the schedule. These changes were agreed to by both parties to give the Employer's teachers an incentive to continue their education and bring their increased knowledge back to the classroom. It should be noted that this was a voluntary agreement between the Employer and the Union that was designed to change the existing wage relationships among the Employer's teachers. It was also designed to change the existing wage relationships between the Employer's teachers and the teachers in the comparable groups with similar experience and training. As a result of that agreement it was no longer true that a teacher at the MA 10 step of the Employer's salary schedule had the same training and experience as a teacher at the MA 10 step on the salary schedule of one of the comparable schools. In the comparable schools a teacher at the MA 10 step had ten years of experience and a masters degree but a teacher at the MA 10 step on the Employer's salary schedule had more than ten years experience. As a result it is no longer possible to compare a teacher on the Employer's salary schedule at the MA 10 bench mark with a teacher in the Comparable Group at that same bench mark because it would compare apples to oranges. Both the Union and the Employer agreed to these changes because it achieved objectives in which they were both interested. It resulted in a higher wage for the beginning teachers that placed the Employer in a superior position when hiring new staff. It increased the potential earnings of the experienced staff by providing them with higher wages if they obtained additional training. That was an incentive to motivate teachers to obtain additional academic training beyond their BA degrees. Achieving those results had a cost. The Employer cannot expect to offer higher salaries to its beginning teachers and not have it result in additional cost. It cannot expect its teachers to obtain additional academic training and not receive higher salaries for doing it.

The Employer argues that the Union demands an increase for the 1986-87 school year that has a cost equal to the increases received by the other school districts. It is difficult to understand how the Employer could expect its teachers to ask for less. The salary schedule agreed to by the Employer and the Union was designed to provide the Employer with the opportunity to hire the best possible teachers and to motivate them to obtain additional training. If the Employer is going to be able to hire the best teachers initially and have them to obtain more training than teachers in other school districts, it will have to provide them with wage increases that are at least comparable to those paid by the other school districts.

The Employer argues that its final offer is more responsive to the interests and welfare of the public than the Association's proposal. It concedes that the public interest does not always coincide with the employee interests and agrees that there must be a balancing of the general public

interest and the employee interest. The Employer achieved a salary schedule that it felt met the public interest in the 1985-86 negotiations. It was designed to motivate the teachers to obtain the additional training. Such a salary schedule was certainly in the public interest and required the Union to give up longevity payments and other traditional positions. Now that the Employer has obtained a salary schedule that it feels is in the public interest it is taking the position that its teachers should also receive smaller increases each year than the other school districts provide. That does not make sense. Collective bargaining is a two way street. When the Union was willing to forego its traditional demands for longevity and substantial increases for teachers at the top of the BA lane, it did not also agree to smaller increases than teachers in other school districts receive. The Employer and the Union and Arbitrator Yaffe apparently believed that the 1985-86 agreement between the Employer and the Union would lead to educational excellence in the Employer's schools. It was designed to enable the Employer to hire the best teachers available and to motivate those teachers to obtain additional training. Those results will not be achieved in the long run if its teachers do not receive increases similar to those paid by other school districts.

The Employer points to the fact that the it is primarily rural and subject to the serious economic situations facing farmers today. The arbitrator recognizes that fact and is sympathetic to it. The existing system of financing schools cast an unfair burden upon farmers and the current economic situation makes it very difficult for them to carry it. The proper way to address the unfair tax burden placed upon farmers is through the political system and not by denying teachers wage increases similar to those paid by other school districts in the area. The economic troubles of the farmers in the Employer's district are no different from those in the Middle Boarder Conference and the public interest does not require that the Employer give its teachers smaller increases than the other school districts.

The Employer points out that its proposal almost triples the current rate of inflation and allows its teachers to stay ahead of the cost of living. The arbitrator finds that to be true and that criterion supports the position of the Employer. In recent years salary increases for teachers have been more of a reflection of the market place than of the rate of inflation. There has been a thrust to raise the pay of teachers as a way of strengthening the educational system in order to train students so that they can meet the economic competition from around the world. It is generally conceded that higher pay for teachers will result in better teachers and better training for students. As a result teachers have been receiving higher increases than other employees in both the public and private sector in recent years and those increases have substantially exceeded the increase in the rate of inflation.

The Employer makes some interesting comparisons of wages for professional employees in Western Wisconsin and its figures show that its proposal provides a starting monthly salary for teachers that exceeds the starting salary for most professionals in the area. The only flaw in the Employer's figures is that it takes the annual salary of a beginning teacher and divides by nine to arrive at the monthly salary but it divides by 12 to arrive at the monthly salary of the

other professionals. As a result the starting monthly salary for teachers is higher than the monthly salary of other professionals in Western Wisconsin. Teachers only work slightly over nine months in the year so it is not improper to divide their annual salaries by nine in determining their monthly salaries. Other employees usually work 12 months per year so their annual salaries are properly divided by 12 to arrive at the monthly salary. However teachers as well as other employees have to live 12 months a year regardless of how much they are paid during each month that they work. A more accurate comparison of salaries would be the annual salaries of teachers with those of other professional employees. Some teachers find part-time employment in the summer that add to their annual income but they do not receive unemployment compensation during the months that school is not in session even if they are unable to obtain other employment. Other professionals do receive unemployment compensation if they are not employed. Teachers are expected and encouraged to obtain additional training beyond the BA degrees that they ordinarily have when they enter the profession. Attending summer school and obtaining additional training has a cost to teachers in both time and money.

The Employer asserts that it is in a unique situation and should not be compared to percentage increases in other school systems but it agrees that it is helpful to compare actual wages received in comparable school districts. The 1986-87 average wages for school districts in Comparable Group B range from a low of \$24,213.00 at Durand to a high of \$26,662.00 at Hudson and the average was \$25,647.00. The Employer's final offer would produce an average wage of \$24,684.00 which is almost \$1,000.00 below the average wage paid teachers in Comparable Group B. The Union's proposal would provide an average wage to the Employer of \$25,414.00 which is \$233.00 lower than the average wage paid teachers in Comparable Group B. These figures demonstrate that in terms of actual dollars paid, the Employer's proposal would provide wages substantially lower than the average wage paid by other school districts in its athletic conference. Only one school district in the conference had a lower average wage than the Employer proposes and four school districts paid a higher average wage than the Union proposes. Most school districts in the athletic conference gave a higher percentage increase and dollar increase per teacher than the Employer proposes.

The Employer argues that its final offer maintains the historical ranking of its teachers among the comparable districts. It apparently bases this assertion on an analysis of the bench marks resulting from its salary schedule. However a bench mark analysis of the final offers is not an accurate analysis of them because the school districts in the comparable group places teachers at the various bench marks based on education and experience while the Employer's teachers are placed on its salary schedule as a result of artificial standards that are not directly related to actual experience and training.

The Employer takes the position that the Union's offer would change the salary schedule structure agreed to in the 1985-86 consent award. It points out that the 1985-86 restructuring was designed to provide incentives to teachers to obtain educational credits and the addition of another half step on the BA lane would undermine that effort. The arbitrator agrees that the addition of another



half step does undermine the objective that the new salary structure was intended to achieve. The Union justifies its position by pointing out that its proposal calls for the additional half step to be only for one year and thus is temporary. While that argument makes the proposed half step somewhat more palatable does it not mean that the Union will not ask for that temporary step again the following year. The Union makes the further argument that the additional half step for the 1986-87 school year was part of the recommendation by Arbitrator Yaffe that the parties could not agree upon. Yaffe considered his two year proposal a complete package that fitted together. That is some support for the Union's position that the additional half step should be included for the 1986-87 school year and then dropped.

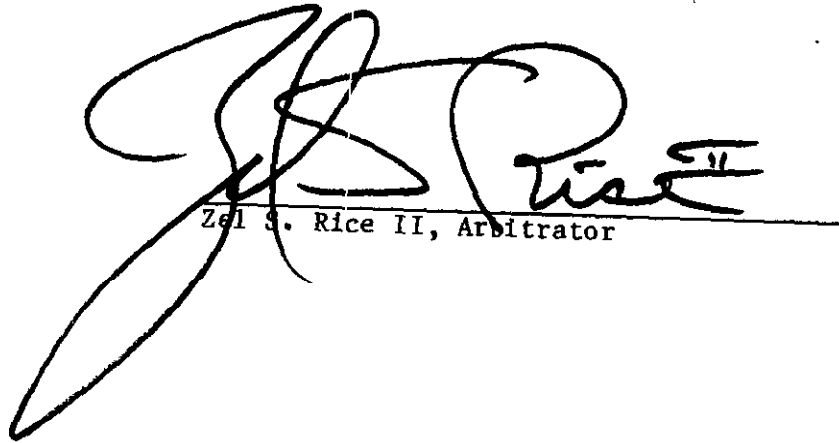
The Employer and the Union arrived at a voluntary settlement for the 1985-86 school year that completely restructured the salary schedule. It was a restructuring that an arbitrator would hesitate to impose upon parties, but it achieved results that were sought by the Employer and acceptable to the Union. The restructuring established new wage relationships between the Employer's teachers and teachers with similar experience and training in the other school districts in the comparable groups. Those new relationships were agreed upon by both the Employer and the Union and they are now in place. A wage increase pattern has developed as a result of settlements by all of the other school districts in the conference. No evidence has been presented in these proceedings that would convince the arbitrator that he should depart from that pattern. To do so would disturb the new wage relationships developed between the Employer's teachers and the teachers of comparable experience and training in the other school districts in the Middle Border Conference that were just established a year ago by a voluntary agreement. The arbitrator is satisfied that the Employer and the Union knew what they were doing when they restructured the salary schedule and created the new relationships. That restructuring is over with and the new salary schedule has been in place for a year. The Employer and the Union were both satisfied with the wage relationships during the 1985-86 school year. Nothing has happened since then that requires that those newly established wage relationships be disturbed by awarding the Employer's teachers a smaller wage increase for the 1986-87 school year than was given to the teachers in the other school districts in the conference.

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 Union's final offer more closely adheres to the statutory criteria than that of the Employer and directs that the Union'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 August, 1987.



Zel S. Rice II, Arbitrator

EXHIBIT A

Name of Case: Amery School District

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

\_\_\_\_\_  
(Date)

Al Monson  
(Representative)

On Behalf of: Northwest United Educators  
\_\_\_\_\_

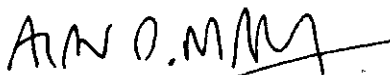
DEC 10 1986

W.S.C. AGREEMENT  
RELATIONS COMMISSION

INITIAL FINAL OFFER OF NORTHWEST UNITED EDUCATORS FOR 1986-87  
AMERY TEACHER CONTRACT

Unless indicated below or in stipulations between the parties,  
the terms of the 1985-86 agreement shall remain unchanged  
except to indicate a term of 1986-87.

1. 1986-87 Salary Schedule: Increase all rates in the 1985-  
1986 Salary Schedule by 4 percent; add Step 10.5 in the BA  
Lane to the Schedule for 1986-87 with the proviso that  
said step shall disappear from the schedule at the end of  
the 1986-87 year (see attached schedule).

 12/8/86

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Alan D. Manson  
Executive Director  
Northwest United Educators

RECEIVED  
 DEC 15 1986  
 WISCONSIN EMPLOYMENT  
 RELATIONS COMMISSION

NUE PROPOSAL FOR 1986-87 SALARY SCHEDULE

STEP	BA	BA+10	BA+20	MA	MA+15	MA+30
1.0	18720	19760	20800	21840	22880	23920
1.5	19115	20155	21195	22318	23358	24419
2.0	19510	20550	21590	22797	23837	24918
2.5	19906	20946	21986	23275	24315	25418
3.0	20301	21341	22381	23754	24794	25917
3.5	20696	21736	22776	24232	25272	26416
4.0	21091	22131	23171	24710	25750	26915
4.5	21486	22526	23566	25189	26229	27414
5.0	21882	22922	23962	25667	26707	27914
5.5	22277	23317	24357	26146	27186	28413
6.0	22672	23712	24752	26624	27664	28912
6.5	23067	24107	25147	27102	28142	29411
7.0	23462	24502	25542	27581	28621	29910
7.5	23858	24898	25938	28059	29099	30410
8.0	24253	25293	26333	28538	29578	30909
8.5	24648	25688	26728	29016	30056	31408
9.0	25043	26083	27123	29494	30534	31907
9.5	25438	26478	27518	29973	31013	32406
10.0	25834	26874	27914	30451	31491	32906
10.5	26229	27269	28309	30930	31970	33405
11.0	---	---	28704	31408	32448	33904
11.5	---	---	---	31886	32926	34403
12.0	---	---	---	---	33405	34902
12.5	---	---	---	---	33883	35402

The BA Step 10.5 shall be in effect for the 1986-87 term only; it shall disappear effective 6/30/87.

12/12/86  
 A.M.O. M.M.G.

EXHIBIT B

Name of Case: Amery School District

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

\_\_\_\_\_  
(Date)

Steve Welch  
(Representative)

On Behalf of: Amery School District

\_\_\_\_\_

DEC 10 1986

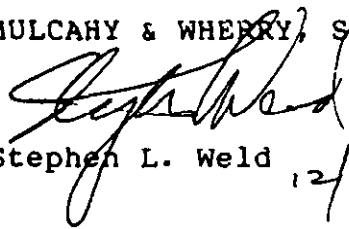
WISCONSIN LABOR-EMPLOYMENT  
RELATIONS COMMISSIONINITIAL FINAL OFFER

## AMERY SCHOOL DISTRICT

1. All items as in the 1985-86 agreement, except to revise dates as is appropriate, and the following changes:
2. Increase all steps on a percentage (1.2%/cell) to result in a total package increase of 4% (using the "cast forward" costing method);
3. All personnel located in the MA columns will be artificially placed so that the maximum experience in the 1986-87 will be at Step 9. Those employees moving from the BA columns to the MA columns in 1986-87 will be artificially placed at Step 8 (maximum);
4. All tentative agreements.

Respectfully submitted,

MULCAHY &amp; WHEERRY, S.C.

  
Stephen L. Weld

12/8/86