

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

CAMBRIA-FRIESLAND EDUCATION ASSOCIATION

No. 16336

"ARTICLE VII - TERMS OF AGREEMENT

- a. The agreement shall be in effect August 26, 1977 and shall remain in effect through August 26, 1979.
- b. Reopener: The parties agree to negotiate the following subjects to be effective after August 26, 1978. Salary schedule, health insurance, mileage reimbursement, STRS payment by the Board and the 1978-79 school calendar. The parties shall meet at a mutually agreed time and place and exchange proposals on these topics on or before February 17, 1978. Bargaining on the proposals shall follow the initial discussions as mutually agreed. [Emphasis added]
- c. The written agreement between CFEA and the school board constitutes the entire agreement between said parties on all matters pertaining to wages, hours and working conditions. All matters not specifically covered in the written agreement are and shall remain management prerogative of the school board and electors of the school district for the term of the agreement and the CFEA waives and gives up the right to negotiate further on wages, hours or working conditions or on any term of the written agreement for the period covered thereby."

5. In or about late January or early February, the parties exchanged bargaining proposals for contract modifications to be effective immediately after August 26, 1978. At their first meeting to discuss those proposals, held on February 9, 1978, the District took and continues to take the position, contrary to that of the Association, that several of the Association's proposals relate to subjects outside the scope of the reopener clause in Article VII(b) quoted above. Based on that contention, the District has refused to bargain with the Association about those proposals, and the parties have agreed that the Commission should render a declaratory ruling to resolve their dispute as to whether the District is presently obligated to bargain with respect to same.

6. The specific Association proposals that the District contends it is not obligated to bargain about are set forth below after the existing 1977-79 agreement language to which each proposal relates:

"ARTICLE V - TEACHER BENEFIT POLICIES

. . .

4. SUMMER SCHOOL PAY

Nine percent (9%) of a teacher's current base salary shall be used as the guide in setting the monthly salary of teachers on extended contracts.

[Association Proposal: "Summer School Pay
Nine Percent (9%) of Teacher's Current
Base Salary"]

. . .

13. LUNCH PERIOD

Teachers will be scheduled for a 30-consecutive minute duty-free lunch period as required; and the

Board may negotiate with individuals when deemed necessary by the administrator for a non-consecutive lunch period without a grievance being filed against the board.

Teachers who lose their 30-consecutive minute duty-free lunch period shall be compensated at the rate of \$5.00 per hour for the 1/4 hour which is not consecutive. The administration will attempt to seek individuals to take this duty on a semester basis during the first two weeks of each semester. During the first two weeks of each semester a schedule will be made up to meet the school supervision needs; and if necessary the remainder of the semester. Requests must meet with administrative approval.

[Association Proposal: "Lunch Period shall be compensated at a rate of \$7.00/hr."]

. . .

15. TEACHER QUALIFICATION CREDITS

. . .

- b. Expense stipend of \$35.00 per semester hour for undergraduate credit and \$45.00 per semester hour for graduate credit earned in courses approved by the Board in advance shall be paid for credits earned as a requirement under Paragraph 15a or for credits completed at the request of the Board of Education.

[Association Proposal: "Expense/Stipend of \$40.00/semester hour for undergraduate credit and \$45.00/semester hour for graduate credit. . . ."]

. . .

17. TEACHING LOAD

. . .

- d. Sixth through twelfth grade teachers accepting a 6th period of instruction in lieu of a study hall shall be compensated at \$600 per contract year for said class. It is also understood that sixth through twelfth teachers will accept supervising responsibilities when needed.

[Association Proposal: "Sixth Class
6-12th Grade Teachers accepting a
6th period of instruction in lieu
of a study hall shall be compensated
at \$1000.00 per contract year for
said class."]

. . .

18. DUES CHECK OFF

The district will advance to designated Teachers Association(s) within the first 20 contract days the entire

amount of professional dues, recovering same via payroll deduction over the length of contract.

[Association Proposal: "Dues Check Off
Same as 1977-78 Contract"

. . .

23. LONGEVITY PAY

Add to the basic salary schedule \$100 for every 5 years of service after reaching top of schedule.

[Association Proposal: "Add to the Basic Salary Schedule -
\$100.00 for every 5 years of service."]

. . ."

7. The parties' 1977-79 agreement also contains the following provision:

"ARTICLE VI - SALARY SCHEDULE

1. The regular Salary Schedule is attached hereto and made a part of this agreement [that attachment consists of a cross-hatched set of salaries increasing with experience steps 0-12 and five educational achievement columns B.S. - M.S.]; and in addition, extra-curricular pay shall be based on a percentage of the B.S. base according to the following schedule:

<u>Assignment</u>	<u>Percent</u>
Basketball	9.5
.

2. Advisors to clubs plus other miscellaneous extra-curricular assignments shall be made by soliciting volunteers first, followed by dividing assignments equitable [sic] among the staff; specifically, 'shared' teachers shall also participate in such duties."

On the basis of the foregoing findings of fact, the Commission issues the following

CONCLUSION OF LAW

The Association proposals noted in Finding 6, above, are not within the scope of the terms "[s]alary schedule, health insurance, mileage reimbursement, STRS payment by the board and the 1978-79 school calendar" as those terms are used in Article VII(b) of the 1977-79 collective bargaining agreement noted in Finding 3, above.

On the basis of the foregoing findings of fact, and conclusions of law, the Commission issues the following

DECLARATORY RULING

The Cambria-Friesland School District does not have a present duty to bargain collectively with the Cambria-Friesland Education

Association about the proposals referred to in Finding 6,
above.

Given under our hands and seal at the
City of Madison, Wisconsin this *28th*
day of April, 1978.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By *Morris Slavney*
Morris Slavney, Chairman

Herman Torosian
Herman Torosian, Commissioner

Marshall L. Gratz
Marshall L. Gratz, Commissioner

MEMORANDUM ACCOMPANYING FINDINGS OF FACT,
CONCLUSION OF LAW AND DECLARATORY RULING

The District and Association have jointly requested that the Commission determine whether several Association proposals for modifications of the parties' 1977-79 agreement fall within the Article VII(b) reopener clause such that the District is presently obligated to bargain collectively regarding same. The District concedes that several of the proposals presented to it by the Association are properly reopenable and bargainable. The Association's position is that all of those the District contends are not reopenable (i.e., those set forth in Finding 6) fall within the Article VII term "salary schedule". 1/ The Association so argues on the theories that each such proposal, like salary, involves money or money figures; and that Article VI(2) incorporates (albeit indirectly) the disputed sections of Article V which is within Article VI expressly entitled "Salary Schedule". The District contends that the provisions of Article VI constitute the full extent of the "salary schedule" reference in the reopener clause.

In interpreting and applying the term "salary schedule" as it was used by the parties in Article VII(b), we note that the other subjects specified for reopening therein involve specific monetary items each of which corresponds to a nearly identically entitled article or section of the 1977-79 agreement outside of Article VI. Specifically, "health insurance" corresponds to the identically entitled Article V(6). Furthermore, "mileage reimbursement" corresponds to Article V(3) (Mileage Allowance); "STRS payment by the Board" corresponds to Article V(16) (Teacher Retirement Fund); and "school calendar" corresponds to Article V(3) (Calendar). Thus, we are satisfied that the parties intended the "salary schedule" subject matter referred to in Article VII(b) to be limited solely to those subjects covered in Article VI which is entitled "Salary Schedule". Had the parties intended to reopen all monetary items they could have chosen far more appropriate terminology than the narrow terms set forth in their reopener. Moreover, the parties' nondispute as to the currently reopenable status of the extra-curricular schedule further convinces us that the parties' "salary schedule" reference was to the contents of Article VI. For, if the parties had intended "salary schedule" to take its conventional meaning in public sector teacher bargaining (a generic reference to a cross-hatched set of annual salaries determined as a combined function of experience and educational attainment), rather than a special contractual meaning, even the extra-curricular schedule would be outside the scope of the reopener.

1/ Some of the "Association Proposals" noted in Finding 6 call for maintaining the existing contract language and benefits without modification. Evidently, the Association has put such proposals forward to make clear its view that they are within the reopenable set of subjects and to reserve the right to formulate counterproposals involving modifications in those areas in the event that its demands in areas of greater concern cannot be resolved to its satisfaction.

For the foregoing reasons, we issued the Conclusion of Law and Declaratory Ruling above.

Dated at Madison, Wisconsin this *28th* day of April, 1978.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By *Morris Slavney*
Morris Slavney, Chairman

Herman Torosian
Herman Torosian, Commissioner

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Marshall L. Gratz, Commissioner