

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of
LA CROSSE EDUCATION ASSOCIATION
To Initiate Mediation-Arbitration
between Said Petitioner and
SCHOOL DISTRICT OF LA CROSSE

WERC Case XXIX
No. 22754
MFD/ARB-64
Decision No. 16360-C

Appearances:

Mr. Thomas C. Bina, Executive Director, Coulee Region United Educators, and Ms. Sallie Pathone, Spokesperson, LaCrosse Education Association, appearing on behalf of LaCrosse Education Association.

Mr. Kenneth Cole, Representative, Wisconsin Association of School Boards, and Mr. Richard A. Swantz, Superintendent, School District of LaCrosse, appearing on behalf of the School District of LaCrosse.

ARBITRATION AWARD:

On June 27, 1978, the undersigned was appointed by the Wisconsin Employment Relations Commission as Mediator-Arbitrator, pursuant to Section 111.70 (4) (cm) 6.b. of the Municipal Employment Relations Act, in the matter of a dispute existing between LaCrosse Education Association, referred to herein as the Association, and School District of LaCrosse, referred to herein as the Employer. Pursuant to the statutory responsibilities the undersigned conducted mediation proceedings between the Employer and the Association on August 15, 1978, over the matters which were in dispute between the parties, which were set forth in their final offers as filed with the Wisconsin Employment Relations Commission. The disputed items of the parties' last offers are set forth below.

ASSOCIATION FINAL OFFER:

1. Paragraph 51

In addition to homeroom duty, senior high school teachers shall not be assigned more than twenty-five (25) teaching periods per week, except when the Superintendent finds it necessary to negotiate otherwise. Study halls shall be considered teaching periods.

2. Group Health Insurance

The Board agrees to pay one hundred percent (100%) of the premium of the LaCrosse County Health Maintenance Program for single contracts and ninety percent (90%) of the premium cost of the above program for family contracts.

3. Fair Share Agreement

The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Association and non-Association, fairly and equally, and all employees in the unit will be required to pay, as provided in this article, their fair share of the costs of representation by the Association.

whichever is less) for the family plan. The membership of the LEA shall, prior to July 1, 1978, select a plan from one of the following three (3) options.

1. present plan
2. LaCrosse County (H.M.P.)
3. WEA Trust

In the event the LEA CANNOT MAKE a selection prior to July 1, 1978, the Board shall determine the plan. Coverage shall be no less than that in existence.

3. Fair Share Agreement

The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Association and non-Association, fairly and equally, and all employees in the unit will be required to pay, as provided in this article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association Constitution and Bylaws. No employee shall be denied Association membership because of race, creed, color or sex.

The employer agrees that effective thirty (30) days after the date of initial employment or thirty (30) days after the opening of school it will deduct from the monthly earnings of all employees in the collective bargaining unit an amount of money equivalent to the monthly dues certified by the Association as the current dues uniformly required of all members, and pay said amount to the Treasurer of the Association on or before the end of the month following the month in which such deduction was made.

Changes in the amount of dues to be deducted shall be certified by the Association six (6) school days following the opening of school. The employer will provide the Association with a list of employees from whom such deductions are made with each monthly remittance to the Association.

Those 1977-78 employees who did not join the Association as of April 15, 1978, shall be exempt from this provision until such time as they voluntarily join.

Save Harmless Clause

The LaCrosse Education Association and the WEAC do hereby indemnify and shall save the School District of LaCrosse Board of Education harmless against any and all claims, demands, suits, or other forms of liability including court costs that shall arise out of or by reason of action taken or not taken by the Board, which Board action or non-action is in compliance with the provisions of this Agreement, and in reliance on any list or certificates which have been furnished to the Board pursuant to this article, provided that any such claims, demands, suits, or other forms of liability shall be under the exclusive control of the WEAC and its attorneys.

4. Salary Schedule (Effective July 1, 1978, to June 30, 1979)

BA Base \$9800	BA Maximum (BA + 30) \$16,925
MA Base \$11,150	MA Maximum (MA + 30) \$19,075

Increments \$400.00 throughout BA and MA schedules

During the course of mediation the Employer proposed to modify his last offer, which was filed with the Wisconsin Employment Relations Commission, and the Association consented to the Employer's proposed modification. The modification of the Employer's final offer occurred at items 1 and 4 of the final offers filed with the Commission as set forth above, and are as follows:

Item 1 modified to:

Paragraph 51. In addition to homeroom duty, senior high school teachers shall not be assigned more than twenty-five (25) teaching periods per week, except when the Superintendent finds it necessary to negotiate otherwise. Study halls shall be considered teaching periods.

In addition to the above, the Senior High School Faculty covered by this agreement may be assigned up to a maximum of 110 minutes of supervision per week. Such supervision shall not include passing time, nor time before or after the first and last class of the day. Such supervision shall include hall supervision, cafeteria supervision, washroom supervision and supervision of resource, responsibility, interest and study centers not to exceed 30 assigned students. Assignments for this supervision will be done following consultation between the principal and building staff, will be prorated for part-time staff and will be distributed as equitably as practical. The intent of this provision will not result in additional teaching periods or a reduction in teaching staff.

Item 4 - The Employer modified his salary proposal so as to incorporate the final offer of the Association with respect to salary into his modified last best offer.

Items 2 and 3 as set forth in the Employer offer above remain unchanged.

Subsequent to the Employer modifying his final offer, which was consented to by the Association, the parties requested that the undersigned decide the matter in dispute between the parties, based on the statutory criteria, the information secured from the parties during mediation, and that jurisdiction of the Arbitrator be limited to the last best offer of the Employer as modified by the Employer and consented to by the Association, or the last best offer of the Association as filed with the Wisconsin Employment Relations Commission. The undersigned agreed to decide the matter on the basis of the foregoing, and on August 15, 1978, the undersigned issued a bench decision. After considering the criteria of the statute, and the information secured during mediation the undersigned selected the last best offer of the Employer as it was modified during the mediation proceedings. This Award then confirms the bench decision which was made on August 15, 1978.

Based on the statutory criteria, the information received from the parties during the mediation proceedings of August 15, 1978, the Arbitrator confirms the bench decision made on that date and enters the following:

AWARD

The last best offer of the Employer, as modified during the mediation proceeding of August 15, 1978, with the consent of the Association, is incorporated into the Collective Bargaining Agreement, which is effective as of January 1, 1978, and shall remain in force until June 30, 1979.

Dated at Fond du Lac, Wisconsin, this 23rd day of August, 1978.

JPK:rr


J. R. Kerlan, Arbitrator