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STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Petition of :  
STOUGHTON EDUCATION ASSOCIATION : Case XIX  
To Initiate Mediation-Arbitration : No. 23537 MED/ARB-226  
Between Said Petitioner and : Decision No. 17003  
STOUGHTON AREA SCHOOL DISTRICT :  
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APPEARANCES:

Ms. Mallory K. Keener, UniServ Director, Capital Area UniServ South, appearing on behalf of the Association.  
Melli, Shiels, Walker & Pease, Attorneys at Law, by Mr. Jack D. Walker, appearing on behalf of the District.

ARBITRATION AWARD

On May 3, 1979, 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 Stoughton Education Association, hereinafter the Association, and Stoughton Area School District, hereinafter the District. A public hearing relative to the dispute was held on May 25, 1979, beginning at 5:00 p.m. at the Middle School Campus. Representatives of the Association and District were present as well as a number of citizens. Spokesmen for the parties presented information relevant to their respective final offers. Three citizens registered to speak and offered comments. Upon the conclusion of the public meeting, the undersigned conducted a mediation meeting as contemplated by the statutory requirements. Mediation efforts failed to produce settlement, and on May 30, 1979, the undersigned notified the parties in writing of her intention to convene an arbitration hearing in the matter on July 12, 1979, and in said notice provided an opportunity to the parties to withdraw their final offers. Neither party withdrew their final offer and an evidentiary hearing in the arbitration phase of these proceedings was conducted on July 12, 1979, in the Stoughton Area School Administration Building, Stoughton, Wisconsin. The proceeding was transcribed. Both parties were given full opportunity to present oral and written evidence and to make relevant argument. Briefs were filed in the matter on August 14, 1979. Reply briefs were filed by August 23, 1979.

THE ISSUES:

The issues at dispute between the parties are:

1. Suspension, Dismissal and Non-renewal
2. Fair Share
3. Health Insurance
4. Life Insurance
5. Retirement

6. Transfer - Posting
7. Calendar
8. Additives
9. Salary

The parties' respective final offers are reproduced on the following pages. The statute requires that the undersigned adopt without modification the final offer of one of the parties on all disputed issues. The decision of the mediator-arbitrator acting as arbitrator is final and binding on both parties and shall be incorporated into a written collective bargaining agreement.

FACTORS TO BE CONSIDERED:

Section 111.70(4)(cm)7, provides that the arbitrator is to consider the following criteria in evaluating the final offers:

- "a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in comparable communities and in private employment in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost-of-living.
- f. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

DISCUSSION:

The nine unresolved issues will be discussed individually below in order to determine which of the final offers is to be selected. Some of the evidence offered by the parties concerned the terms and conditions of employment in comparable school districts. The Association offered the following districts as comparables:

123.0 Conduct, Suspension, Dismissal, Non-Renewal Procedures:

- A. Teachers shall maintain exemplary behavior within the school and society.
- B. Teachers may be suspended with pay pending disposition by the Board or dismissed in cases where gross misconduct is evident and emergency procedures are necessary.
- C. The dismissal or non-renewal of any teacher shall be preceded by adequate warnings which shall be a matter of written record. Such warnings shall be given as soon as it becomes evident that a serious deficiency appears to exist. Any dismissal or non-renewal shall be preceded by concentrated efforts on the part of supervisors and administrators to help the teacher overcome the difficulties.
- D. All teachers new to the Stoughton Area School System shall be on a probationary status their first three consecutive years with the system and may be non-renewed by the Board in its sole discretion at any time pursuant to the provisions of Section 118.22 (2) and (3) of the Wisconsin Statutes. Non-renewal action for probationary teachers shall not be subject to the grievance procedure or to arbitration.

Teachers who have been with the Stoughton Area School System more than three consecutive years and have entered into their fourth consecutive individual teacher's contract shall have a career teacher status and may be non-renewed by the Board pursuant to section 118.22 (2) and (3) of the Wisconsin Statutes when there is just cause for non-renewal. The private conference provided by section 118.22 (3), Statutes, may at the option of the career teacher be an open hearing. Such option must be exercised by the teacher at the time such teacher would otherwise, under statute, request a private conference.

The career teacher shall receive a written statement of reason(s) for the consideration of non-renewal at least five (5) days prior to such conference or hearing and shall have the right to be represented by counsel or other representative, and to confront and cross-examine witnesses, and to adduce testimony. The non-renewal proceeding of a career teacher shall be transcribed, the cost of which shall be shared equally by the Board and the Association.

The Association may request that the non-renewal of a career teacher who has a private conference or open hearing, go to arbitration starting at Step 3 of the grievance procedure. Such request shall be filed with the Board no later than five (5) days after issuance of the Board's notification of non-renewal to the career teacher.

FINAL OFFER: March 9, 1979

ASSOCIATION PROPOSAL

205.0 Transfers

A "vacancy" shall be defined as a position previously held by a teacher or newly created teaching position.

A "transfer" shall be defined as a change in teacher grade level, subject area or building.

1. Notice of teaching vacancies, including full time, part time, extra curricular, summer teaching and summer curriculum opportunities, will be posted on the official bulletin board in each school and sent to the Association president as soon as the administration is aware of such vacancies. Such notices shall contain the date of posting, a description of the position, name of the school, requirements of the position, name of the person to which application is to be returned, and the date (5 school days following the posting date) by which the application is to be returned.
2. Teachers who desire a change in extra-duty assignment, grade and/or subject area or who desire to transfer to another building may file a written statement of such desire with the Superintendent no later than the last day of the first semester. Such statement shall include the extra-duty assignment, grade and/or subject area and/or building to which the teacher desires to be assigned in order of preference.

330.0 INSURANCE

Insurance: The Board of Education shall furnish family and individual health insurance to the instructional employees for which the district shall pay \$88.62 monthly for family coverage and \$35.74 monthly for single coverage, and any increase which occurs after October 1, 1978 during the term of this agreement. The effect of this clause is that employees taking family health insurance coverage shall pay \$5.00 per month on the premium during the term of this agreement. Benefits described in the WEA Insurance Trust Plan - Health Benefit Plan, \$25.00 deductible, or its equivalent shall be included.\* 330.0

The Board of Education shall furnish income and disability insurance for each professional employee. 330.1

The Board of Education shall furnish Wisconsin Group Life Insurance for each professional employee during 1978-79 and during the 1979-80 school year until a change to the WEA Insurance Trust group term life insurance plan is effected. The WEA Insurance Trust group term life plan includes coverage of one times the employee's salary rounded to the next highest thousand, accidental death and dismemberment benefits, and extended life benefits. The Board of Education will pay fifty percent (50%) of the WEA Trust plan for each individual premium when the change of programs is made. This change in life insurance plans shall be accomplished in the 1979-80 school year as soon as administratively feasible after issuance of a binding award so that the change is effective no later than January 1, 1980. 330.2

The Board of Education shall furnish family and individual dental care insurance to the instructional employees for which the District shall pay up to \$20.00 per month for family coverage and up to \$6.40 per month for single coverage and any increase which occurs during the term of this contract. Benefits described in the WEA Insurance Trust Dental Plan, Basic Benefits, identified as Plan VI. or its equivalent shall be included. 330.3

\*For those employees (or the employee's spouse) who qualify for the Medicare Insurance premiums, the Board will pay \$45.92 per month for family coverage and \$23.87 per month for single coverage, and any increase which occurs after October 1, 1978 during the term of this agreement.

FINAL OFFER: March 9, 1979

ASSOCIATION PROPOSAL

STOUGHTON AREA SCHOOL DISTRICT

1979-80 Calendar

M T W R F

M T W R F

August

T T 29 30 31

February

1  
4 5 6 7 8  
11 12 13 14 15  
18 19 20 21 22  
25 26 27 28 C

September

H 4 5 6 7  
10 11 12 13 14  
17 18 19 20 21  
24 25 26 27 28  
29 30 31

August 27 & 28: Pre-school teacher Inservice

August 29: Classes Begin

September 3: Labor Day

Oct. 25 & 26: Vacation

Nov. 22: Thanksgiving

Nov. 23: Vacation

Dec. 24-Jan.2: Christmas Vacation

February 29: SWEIO Convention

Mar. 31-April 4: Spring Recess

May 26: Memorial Day

June 2: Last Student Day

June 3: Teacher Workday

Snow-Day Makeup:

First 2 days missed because of weather or other emergencies will not be made up.

3rd Snow-Day makeup: June 4

4th Snow-Day makeup: June 5

5th and subsequent Snow-Days to be made up on June 6 and following week days

March

3 4 5 6 7  
10 11 12 13 14  
17 18 19 20 21  
24 25 26 27 28  
V

April

V V V V  
7 8 9 10 11  
14 15 16 17 18  
21 22 23 24 25  
28 29 30

May

1 2  
5 6 7 8 9  
12 13 14 15 16  
19 20 21 22 23  
H 27 28 29 30

June

2 W 4 5 6

Contract Days

180 Instructional Days  
2 K-12 Inservice Days  
2 Pre-School Inservice Days (T)  
1 SWEIO Convention Day (C)  
3 Holidays (H)  
1 Workday (W)  
189 Total Contract Days

October  
1 2 3 4 5  
8 9 10 11 12  
15 16 17 18 19  
22 23 24 V V  
29 30 31

November

1 2  
5 6 7 8 9  
12 13 14 15 16  
19 20 21 H V  
26 27 28 29 30

December

3 4 5 6 7  
10 11 12 13 14  
17 18 19 20 21  
V V V V V  
V

January

V V 3 4  
7 8 9 10 11  
14 15 16 17 18  
21 22 23 24 25  
28 29 30 31

Stoughton Area School District  
ADDITIVE SCHEDULE  
1978-79

GENERAL

Department Heads & Unit Leaders	
1-3 Teachers	799
4-6 Teachers	882
7-9 Teachers	965
10 or more "	1048
Contract length-191 days	
Team I Leaders	
1-3 Teachers	579
4-6 Teachers	662
7-9 Teachers	744
10 or more "	827
Contract length-191 days	
Team II Leaders	221
Division Coordinators	799
Contract Length-191 days	
Athletic Director	1305
Asst. Ath. Director	1101
Aud. Coordinator	571
Driver Ed. Director	6.89/hour
Driver Ed. Instructor	6.62/hour
Health Coordinator	221
Job Printing	525

SENIOR HIGH SCHOOL

AFS	82
Bus. Mgr. of Activ.	571
Yahara Advisor	530
Newspaper Advisor	530
Literary Magazine	368
Forensics Director	407
Forensics Asst.	368
Debate & Discussion	775
Student Co. Advisor	693
Dramatics Director	1020
Dramatics Stage Asst.	530
Dramatics Assistant	407
Norse Dancers	1020
Band Director	1020
Cheerleader Advisor	204
Equipment Manager	1020
Math Contest Advisor	123
Musical Director	816
Boys' Sports:	
Football Head	1305
Football Asst.	939

Football J.V.	939
Football Frosh	775
Basketball Head	1305
Basketball Asst.	939
Basketball J.V.	939
Basketball Frosh	857
Wrestling Head	1305
Wrestling Asst.	939
Wrestling Frosh	939
Track Head	1061
Track Asst.	693
Baseball Head	857
Baseball Asst.	693
Baseball Frosh	612
Cross Country	775
Tennis	775
Tennis Asst.	612
Golf	775
Golf Asst.	612
Swimming Head	899
Swimming Asst.	693
Hockey Head	1101
Boy/Girl Intramurals:	
Intramurals Head	571
Intramurals Asst.	407

Girls' Sports:

Tennis	693
Tennis Asst.	489
Volleyball	734
Volleyball Asst.	612
Track	1020
Track Asst.	693
Basketball	1142
Basketball J.V.	898
Basketball 9th	693
Softball Head	857
Softball Asst.	693
Swimming Head	857
Swimming Asst.	653

MIDDLE SCHOOL

Forensics Advisor 7th	327
Forensics Advisor 8th	327
Student Co. Advisor	612
Newspaper Advisor	245
Cheerleader Adv. (3)	204

Girls' Sports:

Volleyball 7th	571
Volley ball 8th	571
Basketball 7th	693
Basketball 8th	693
Track 7th	612
Track 8th	612

Boys' Sports:

Cross Country	490
Football 7/8	653
Basketball 7th	693
Basketball 8th	693
Wrestling 7th	693
Wrestling 8th	693
Track	612

Boy/Girl Intramurals  
6th Grade:

(Tennis Volleyball, Gymnastics, Golf, Swimming, Wrestling, Football, Basketball) @ \$116

ELEMENTARY

Intramural Coord. 446

Boy/Girl Intramurals:

(Football, Basketball, Wrestling, Voleyball, Gymnastics) @ \$61

FINAL OFFER: March 9, 1979

ASSOCIATION PROPOSAL

Stoughton Area School District  
ADDITIVE SCHEDULE  
1979-80

GENERAL

Department Heads & Unit Leaders	
1-3 Teachers	839
4-6 Teachers	926
7-9 Teachers	1013
10 or more "	1100
Contract length-191 days	
Team I Leaders	
1-3 Teachers	608
4-6 Teachers	695
7-9 Teachers	781
10 or more "	868
Contract length-191 days	
Team II Leaders	232
Division Coordinators	839
Contract Length-191 days	
Athletic Director	1370
Asst. Ath. Director	1156
Aud. Coordinator	600
Driver Ed. Director	7.23/Hr.
Driver Ed. Instructor	6.95/Hr.
Health Coordinator	232
Job Printing	551

SENIOR HIGH SCHOOL

AFS	86
Bus. Mgr. of Activ.	600
Yahara Advisor	557
Newspaper Advisor	557
Literary Magazine	386
Forensics Director	427
Forensics Asst.	386
Debate & Discussion	814
Student Co. Advisor	728
Dramatics Director	1071
Dramatics Stage Asst.	557
Dramatics Assistant	427
Horse Dancers	1071
Band Director	1071
Cheerleader Advisor	214
Equipment Manager	1071
Math Contest Advisor	129
Musical Director	857

Boys' Sports:

Football Head	1370
Football Asst.	986

Football J.V.	986
Football Frosh	814
Basketball Head	1370
Basketball Asst.	986
Basketball J.V.	986
Basketball Frosh	900
Wrestling Head	1370
Wrestling Asst.	936
Wrestling Frosh	936
Track Head	1114
Track Asst.	728
Baseball Head	900
Baseball Asst.	728
Baseball Frosh	643
Cross Country	814
Tennis	814
Tennis Asst.	643
Golf	814
Golf Asst.	643
Swimming Head	944
Swimming Asst.	728
Hockey Head	1156

Boy/Girl Intramurals:

Intramurals Head	600
Intramurals Asst.	427

Girls' Sports:

Tennis	728
Tennis Asst.	513
Volleyball	771
Volleyball Asst.	643
Track	1071
Track Asst.	728
Basketball	1199
Basketball J.V.	943
Basketball 9th	728
Softball Head	900
Softball Asst.	728
Swimming Head	900
Swimming Asst.	686

MIDDLE SCHOOL

Forensics Advisor 7th	343
Forensics Advisor 8th	343
Student Co. Advisor	643
Newspaper Advisor	257
Cheerleader Adv. (3)	214

Girls' Sports:

Volleyball 7th	600
Volley ball 8th	600
Basketball 7th	728
Basketball 8th	728
Track 7th	643
Track 8th	643

Boys' Sports:

Cross Country	515
Football 7/8	686
Basketball 7th	728
Basketball 8th	728
Wrestling 7th	728
Wrestling 8th	728
Track	643

Boy/Girl Intramurals  
6th Grade:

(Tennis Volleyball, Gymnastics, Golf, Swimming, Wrestling, Football, Basketball) @ 122

ELEMENTARY

Intramural Coord. 468

Boy/Girl Intramurals:

(Football, Basketball, Wrestling, Volleyball, Gymnastics) @ 64



## SALARY SCHEDULE 1978-79

STEP	YRS. EXP.	IND. %	BA 1.00	BA+6 1.02	BA+12 1.04	BA+18 1.06	BA+24 1.08	BA+30 1.10	MA 1.12	MA+6 1.14	MA+12 1.16	MA+18 1.18	MA+24 1.20
1	0	1.00	9700	9894	10088	10282	10476	10670	10864	11058	11252	11446	11640
2	1	1.04	10088	10290	10492	10963	10895	11097	11299	11500	11702	11904	12106
3	2	1.08	10476	10686	10895	11105	11314	11524	11733	11943	12152	12362	12571
4	3	1.12	10864	11081	11299	11516	11733	11950	12168	12385	12602	12820	13037
5	4	1.16	11252	11477	11702	11927	12152	12377	12602	12827	13052	13277	13502
6	5	1.20	11640	11873	12106	12338	12571	12804	13037	13270	13502	13735	13968
7	6	1.24	12028	12269	12509	12750	12990	13231	13471	13712	13952	14193	14434
8	7	1.28	12416	12664	12913	13161	13409	13658	13906	14154	14403	14651	14899
9	8	1.32	12804	13060	13316	13572	13828	14084	14340	14597	14853	15109	15365
10	9	1.36	13192	13456	13720	13984	14247	14511	14775	15039	15303	15567	15830
11	10	1.40	13580	13852	14123	14395	14666	14938	15210	15481	15753	16024	16296
12	11	1.44	13968	14247	14527	14806	15085	15365	15644	15924	16203	16482	16762
13	12	1.48	14356	14643	14930	15217	15504	15792	16079	16366	16653	16940	17227
14	13	1.52	14744	15039	15334	15629	15924	16218	16513	16808	17103	17398	17693
15	14	1.56	15132	15435	15737	16040	16343	16645	16948	17250	17553	17856	18158
16	15	1.60	15520	15830	16141	16451	16762	17072	17382	17693	18003	18314	18624

SALARY SCHEDULE - 1979-30

Step	Yrs. Exp.	IND. %	MA									
			BA 1.00	B+6 1.02	B+12 1.04	B+18 1.06	B+24 1.08	B+30 1.10	M+6 1.12	M+12 1.14	M+13 1.16	M+24 1.18
1	0	1.00	10400	10608	10816	11024	11232	11440	11648	11856	12064	12272
2	1	1.04	10816	11032	11249	11465	11681	11898	12114	12330	12547	12763
3	2	1.08	11232	11457	11681	11906	12131	12355	12580	12804	13029	13254
4	3	1.12	11648	11881	12114	12347	12580	12813	13046	13279	13512	13745
5	4	1.16	12064	12305	12547	12788	13029	13270	13512	13753	13994	14236
6	5	1.20	12480	12730	12979	13229	13478	13728	13978	14227	14477	14726
7	6	1.24	12896	13154	13412	13670	13928	14186	14444	14701	14959	15217
8	7	1.28	13312	13578	13844	14111	14377	14643	14909	15176	15442	15708
9	8	1.32	13728	14003	14277	14552	14826	15101	15375	15650	15924	16199
10	9	1.36	14144	14427	14710	14993	15276	15558	15841	16124	16407	16690
11	10	1.40	14560	14851	15142	15434	15725	16016	16307	16598	16890	17181
12	11	1.44	14976	15276	15575	15875	16174	16474	16773	17073	17372	17672
13	12	1.48	15392	15700	16008	16316	16623	16931	17239	17547	17855	18163
14	13	1.52	15808	16124	16440	16756	17073	17389	17705	18021	18337	18653
15	14	1.56	16224	16548	16873	17197	17522	17846	18171	18495	18820	19144
16	15	1.60	16640	16973	17306	17638	17971	18304	18637	18970	19302	19635

Stoughton Area School District  
 ADDITIVE SCHEDULE  
 1978-1979

*Wanda Johnson*  
 Wisconsin Employment  
 Relations Commission  
 Suite 700, 111 W. In St  
 Madison, WI 53703  
**FEB 6 1979**

GENERAL

Dept. Heads & Unit Leaders	
1-3 teachers	\$ 799
4-6 "	882
7-9 "	965
10 or more "	1048
Contract Length-191 days	
Team I Leaders	
1-3 teachers	\$ 579
4-6 "	662
7-9 "	744
10 or more "	827
Contract Length-191 days	
Team II Leaders	\$ 221
Division Coordinators	\$ 799
Contract Length-191 days	
Athletic Director	\$1305
Asst. Attn. Director	1101
Aud. Coordinator	571
Driver Ed. Director	\$6.89/hr
Driver Ed. Instruc.	6.62/hr

SENIOR HIGH SCHOOL

AFS	\$ 82
Bus. Mgr. of Activ.	571
Yahara Advisor	530
Newspaper Advisor	530
Literary Magazine	368
Forensics Director	407
Forensics Assistant	368
Debate & Discussion	775
Student Co. Advisor	693
Dramatics Director	1020
Dramatics Staging Asst.	530
Dramatics Assistant	407
Horse Dancers	1020
Band Director	1020
Cheerleader Advisor	204
Equipment Manager	1020
Math Contest Advisor	123
Musical Director	816

*Boys' Sports:*

Football Head	\$1305
Football Assistant	939
Football J.V.	939
Football Frosh	775

Basketball Head	\$1305
Basketball Assistant	939
Basketball J.V.	939
Basketball Frosh	857
Wrestling Head	\$1305
Wrestling Assistant	939
Wrestling Frosh	939
Track Head	1061
Track Assistant	693
Baseball Head	857
Baseball Assistant	693
Baseball Frosh	612
Cross Country	\$ 775
Tennis	775
Tennis Assistant	612
Golf	775
Golf Assistant	612
Swimming Head	899
Swimming Assistant	693
Hockey Head	1101

*Boy/Girl Intramurals:*

Intramurals Head	\$ 571
Intramurals Assistant	407

*Girls' Sports:*

Tennis	\$ 693
Tennis Assistant	489
Volleyball	734
Volleyball Assistant	612
Track	1020
Track Assistant	693
Basketball	1142
Basketball J.V.	898
Basketball 9th	693
Softball Head	857
Softball Assistant	693
Swimming Head	857
Swimming Assistant	653

MIDDLE SCHOOL

Forensics Advisor 7th	\$327
Forensics Advisor 8th	327
Student Co. Advisor	612
Newspaper Advisor	245
Cheerleader Adv.(3)	204
Cross Country	489

*Girls' Sports:*

Volleyball 7th	\$ 571
Volleyball 8th	571
Basketball 7th	693
Basketball 8th	693
Track 7th	612
Track 8th	612

*Boys' Sports:*

Football 7/8	\$ 653
Basketball 7th	693
Basketball 8th	693
Wrestling 7th	693
Wrestling 8th	693
Track	612

*Boy/Girl Intramurals  
6th Grade:*

(Tennis, Volleyball, Gymnas-  
tics, Golf, Swimming, Wrest-  
ling, Football, Basketball)  
@ \$ 116

ELEMENTARY

Intramural Coord. \$ 446

*Boy/Girl Intramurals:*

(Football, Basketball,  
Wrestling, Volleyball,  
Gymnastics)  
@ \$ 61

District proposal

Stoughton Area School District  
ADDITIVE SCHEDULE  
1979-1980

GENERAL

Dept. Heads & Unit Leaders  
1-3 teachers \$ 839  
4-6 " 926  
7-9 " 1013  
10 or more " 1100  
Contract Length-191 days

Team I Leaders  
1-3 teachers \$ 608  
4-6 " 695  
7-9 " 781  
10 or more " 868  
Contract Length-191 days

Team II Leaders \$ 232

Division Coordinators \$ 839  
Contract Length-191 days

Athletic Director \$1370  
Asst. Ath. Director 1156  
Aud. Coordinator 600  
Driver Ed. Director \$7.23/hr  
Driver Ed. Instruc. 6.95/hr

SENIOR HIGH SCHOOL

AFS \$ 86  
Bus. Mgr. of Activ. 600  
Yahara Advisor 557  
Newspaper Advisor 557  
Literary Magazine 336  
Forensics Director 427  
Forensics Asst. 386  
Debate & Discussion 314  
Student Co. Advisor 728  
Dramatics Director 1071  
Dramatics Staging Asst. 557  
Dramatics Assistant 427  
Norse Dancers 1071  
Band Director 1071  
Cheerleader Advisor 214  
Equipment Manager 1071  
Math Contest Advisor 129  
Musical Director 857

*Boys' Sports:*

Football Head \$1370  
Football Assistant 986  
Football J.V. 986  
Football Frosh 814

Basketball Head \$1370  
Basketball Assistant 986  
Basketball J.V. 986  
Basketball Frosh 900

Wrestling Head 1370  
Wrestling Assistant 986  
Wrestling Frosh 986  
Track Head 1114  
Track Assistant 728  
Baseball Head 900  
Baseball Assistant 728  
Baseball Frosh 643

Cross Country 814  
Tennis 814  
Tennis Assistant 643  
Golf 814  
Golf Assistant 643  
Swimming Head 944  
Swimming Assistant 728  
Hockey Head 1156

*Boy/Girl Intramurals:*

Intramurals Head \$ 600  
Intramurals Assistant 427

*Girls' Sports:*

Tennis \$ 728  
Tennis Assistant 513  
Volleyball 771  
Volleyball Assistant 643  
Track 1071  
Track Assistant 728

Basketball 1199  
Basketball J.V. 943  
Basketball 9th 728  
Softball Head 900  
Softball Assistant 728  
Swimming Head 900  
Swimming Assistant 686

MIDDLE SCHOOL

Forensics Advisor-7th \$343  
Forensics Advisor-8th 343  
Student Co. Advisor 643  
Newspaper Advisor 257  
Cheerleader Adv. (3) 214  
Cross Country 513

*Girls' Sports:*

Volleyball 7th \$ 600  
Volleyball 8th 600  
Basketball 7th 728  
Basketball 8th 728  
Track 7th 643  
Track 8th 643

*Boys' Sports:*

Football 7/8 \$ 686  
Basketball 7th 728  
Basketball 8th 728  
Wrestling 7th 728  
Wrestling 8th 728  
Track 643

*Boy/Girl Intramurals  
6th Grade:*

(Tennis, Volleyball, Gymnas-  
tics, Golf, Swimming, Wrest-  
ling, Football, Basketball)  
@ \$ 122

ELEMENTARY

Intramural Coord. \$ 468

*Boy/Girl Intramurals:*

(Football, Basketball,  
Wrestling, Volleyball,  
Gymnastics) @ \$ 64

RIGHTS AND RESPONSIBILITIES OF THE PROFESSIONAL STAFF

Vacancy and Transfer:

205.0

- 1. Notice of unit vacancies, including full-time, part-time, and extracurricular, will be posted on the official bulletin board in each school and sent to the Association president. Such notices shall contain the date of posting, a description of the position, name of the school, name of the person to whom application is to be returned, and the date by which the application is to be returned.
- 2. Teachers who desire a transfer to another building may file a written statement of such desire with the superintendent no later than the last day of the first semester. Such statement shall include the building to which the teacher desires to be assigned in order of preference.

Quality of Teaching: Teachers will maintain a standard of teaching effort commensurate with the quality standards of the profession, local and state agencies, the Board of Education and its appointed administrators. 210.0

Credit Requirements: Only credits received from an accredited college or university will be used for the purpose of placement on the teachers' salary schedule lanes beyond the bachelor's degree lane. Exceptions to the above credit requirements may be made for other educational experiences, formal or otherwise, which have a reasonable academic component after approval by the superintendent and the Board of Education. 220.0

The work taken at summer school must be in the field in which one is teaching, or at least closely enough allied to be accepted for credit by the superintendent of schools. All credits not specifically in the teaching area must have advance approval. Accredited extension or correspondence course may be taken in satisfaction of these requirements. Course approval by the superintendent shall not be necessary if the employee is enrolled in a degree program, provided the degree program is approved by the superintendent. If a teacher is working on a degree outside of his teaching field and an opening occurs in that degree field, the teacher will be given an opportunity to transfer. 220.1

Attendance at an approved summer school is required as above with the following alternatives: 220.2

One credit will be granted to teachers of vocational education for each 160 hours of work experience up to a maximum of 2,000 hours. It will be the

SALARY SCHEDULE FOR 1978-1979

Step	B.A.	B+6	B+12	B+18	B+24	B+30	M.A.		M+12		M+24
1	9970		10270		10570	10770	10970		11370		11670
2	10369		10681		10993	11201	11409		11825		12137
3	10768		11092		11416	11632	11848		12280		12604
4	11166		11502		11838	12062	12286		12734		13070
5	11565		11913		12261	12493	12725		13189		13537
6	11964		12324		12684	12924	13164		13644		14004
7	12363		12735		13107	13355	13603		14099		14471
8	12712		13146		13530	13786	14042		14554		14938
9	13061		13505		13900	14163	14480		15008		15404
10	13410		13865		14270	14540	14919		15463		15871
11	13759		14224		14639	14916	15358		15918		16338
12	*	*	14583	*	15009	15293	15797		16373		16805
13	*	*	14943	*	15379	15670	16236		16828		17272
14	*	*	15302	*	15749	16047	16674		17282		17738
15	*	*	*	*	16119	16478	17113		17737		18205
16	*	*	*	*	16489	16909	17552		18192		18672

\*Special steps for returning staff from 1977-78 who are eligible for placement at those steps.

The intent is, and these schedules shall be interpreted to guarantee, that any person who was on or above Step 11-16 in the 1977-78 school year will receive a minimum of a \$1,000 raise in 1978-79, and a minimum of an \$808 raise in 1979-80 (special steps), or the amount they would receive pursuant to these salary schedules, whichever is greater. No person may move into a special step by earning credits after August 24, 1978.

*Special  
proceed*

SALARY SCHEDULE INDEX FOR 1978-1979

Step	B.A.	B+6	B+12	B+18	B+24	B+30	M.A.	M+6	M+12	M+18	M+24
1	Base \$9970		Base \$10270		Base \$10570	Base \$10770	Base \$10970		Base \$11370		Base \$11670
2	1.04		1.04		1.04	1.04	1.04		1.04		1.04
3	1.08		1.08		1.08	1.08	1.08		1.08		1.08
4	1.12		1.12		1.12	1.12	1.12		1.12		1.12
5	1.16		1.16		1.16	1.16	1.16		1.16		1.16
6	1.20		1.20		1.20	1.20	1.20		1.20		1.20
7	1.24		1.24		1.24	1.24	1.24		1.24		1.24
8	1.275		1.28		1.28	1.28	1.28		1.28		1.28
9	1.31		1.315		1.315	1.315	1.32		1.32		1.32
10	1.345		1.35		1.35	1.35	1.36		1.36		1.36
11	1.38		1.385		1.385	1.385	1.40		1.40		1.40
12			1.42		1.42	1.42	1.44		1.44		1.44
13			1.455		1.455	1.455	1.48		1.48		1.48
14			1.49		1.49	1.49	1.52		1.52		1.52
15					1.525	1.53	1.56		1.56		1.56
16					1.56	1.57	1.60		1.60		1.60

*Postmark proposed*

SALARY SCHEDULE FOR 1979-1980

Step	B.A.	B+6	B+12	B+18	B+24	B+30	M.A.		M+12		M+24
1	10475		10775		11075	11275	11475		11875		12175
2	10894		11206		11518	11726	11934		12350		12662
3	11313		11637		11961	12177	12393		12825		13149
4	11732		12068		12404	12628	12852		13300		13636
5	12151		12499		12847	13079	13311		13775		14123
6	12570		12930		13290	13530	13770		14250		14610
7	12989		13361		13733	13981	14229		14725		15097
8	13408		13792		14176	14432	14688		15200		15584
9	13827		14223		14619	14883	15147		15675		16071
10	14246		14654		15062	15334	15606		16150		16558
11	14665		15085		15505	15785	16065		16625		17045
12	*	*	15516	*	15948	16236	16524		17100		17532
13	*	*	15947	*	16391	16687	16983		17575		18019
14	*	*	16378	*	16834	17138	17442		18050		18506
15	*	*	*	*	17277	17589	17901		18525		18993
16	*	*	*	*	17720	18040	18360		19000		19480

\*Special Steps

*Reservist per grade*



SALARY SCHEDULE INDEX FOR 1979-1980

Step	B.A.	B+6	B+12	B+18	B+24	B+30	M.A.	M+6	M+12	M+18	M+24
1	Base \$10475		Base \$10775		Base \$11075	Base \$11275	Base \$11475		Base \$11875		Base \$12175
2	1.04		1.04		1.04	1.04	1.04		1.04		1.04
3	1.08		1.08		1.08	1.08	1.08		1.08		1.08
4	1.12		1.12		1.12	1.12	1.12		1.12		1.12
5	1.16		1.16		1.16	1.16	1.16		1.16		1.16
6	1.20		1.20		1.20	1.20	1.20		1.20		1.20
7	1.24		1.24		1.24	1.24	1.24		1.24		1.24
8	1.28		1.28		1.28	1.28	1.28		1.28		1.28
9	1.32		1.32		1.32	1.32	1.32		1.32		1.32
10	1.36		1.36		1.36	1.36	1.36		1.36		1.36
11	1.40		1.40		1.40	1.40	1.40		1.40		1.40
12			1.44		1.44	1.44	1.44		1.44		1.44
13			1.48		1.48	1.48	1.48		1.48		1.48
14			1.52		1.52	1.52	1.52		1.52		1.52
15					1.56	1.56	1.56		1.56		1.56
16					1.60	1.60	1.60		1.60		1.60

*Document prepared*

1978-79 Teaching Staff

Monona Grove	147
Oregon	156
Middleton	247
Fort Atkinson	184
Monroe	165
Sauk-Prairie	149
Stoughton	198
Watertown	198

All of the districts, with the exception of Watertown, are in the Badger Athletic Conference. The Association includes Watertown among its offered comparables on the basis of size and its location within a thirty mile radius of Stoughton. The District relies upon districts within the Badger Athletic Conference for comparable data and also provides comparative data for the following districts:

1978-79 Teaching Staff

De Forest	125
Mount Horeb	98
Verona	112

The foregoing three districts are not in the Badger Athletic Conference but are located within a thirty mile radius of Stoughton. The arbitrator is satisfied that the districts mutually cited by the Association and District are the most appropriate for comparison on the basis of size and athletic conference.

SUSPENSION, DISMISSAL AND NON-RENEWAL

The parties are in dispute over a standard for non-renewal. The District proposes continuation of language which was incorporated in the parties 1977-78 collective bargaining agreement as a result of an arbitration award issued by Jos. B. Kerkman. That language is as follows:

"Conduct, Suspension, Dismissal, Non-Renewal Procedures:

- A. Teachers shall maintain exemplary behavior within the school and society.
- B. Teachers may be suspended, with pay pending disposition by Board or dismissed in cases where gross misconduct is evident and emergency procedures are necessary.
- C. The dismissal or non-renewal of any teacher shall be preceded by adequate warnings which shall be a matter of written record. Such warnings shall be given as soon as it becomes evident that a serious deficiency appears to exist. Any dismissal or non-renewal shall be preceded by concentrated efforts on the part of

supervisors and administrators to help the teacher overcome the difficulties.

- D. All teachers new to the Stoughton Area School System shall be on a probationary status their first three consecutive years with the system and may be non-renewed by the Board in its sole discretion at any time pursuant to the provisions of Section 118.22(2) and (3) of the Wisconsin Statutes. Non-renewal action for probationary teachers shall not be subject to the grievance procedure or to arbitration.

Teachers who have been with the Stoughton Area School System more than three consecutive years and have entered into their fourth consecutive individual teacher's contract shall have a career teacher status and may be non-renewed by the Board pursuant to Section 118.22(2) and (3) of the Wisconsin Statutes when in the judgment of the Board there is just cause for non-renewal. The private conference provided by Sec. 118.22(3), Statutes, may at the option of the career teacher be an open hearing. Such option must be exercised by the teacher at the time such teacher would otherwise, under statute, request a private conference.

The career teacher shall receive a written statement of reason(s) for the consideration of non-renewal at least five (5) days prior to such conference or hearing and shall have the right to be represented by counsel or other representative, and to confront and cross-examine witnesses, and to adduce testimony. The non-renewal proceeding of a career teacher shall be transcribed, the cost of which shall be shared equally by the Board and the Association.

The Association may request that the non-renewal of a career teacher who has a private conference or open hearing, go to arbitration starting at Step 3 of the grievance procedure. Such request shall be filed with the Board no later than five (5) days after issuance of the Board's notification of non-renewal to the career teacher. Should the matter proceed to arbitration, the arbitrator's jurisdiction and authority is limited to determining whether such action is arbitrary and capricious applying the same judiciary tests as the Wisconsin Supreme Court applies in determining whether an agency's action is arbitrary or capricious under Section 227.20 of the Wisconsin Statutes. Such determination by the Arbitrator shall be made by review of the record (transcript and exhibits admitted by the Board in evidence) of the private conference or hearing, and nothing herein shall be construed to permit a trial de novo before the arbitrator.

Except as specifically provided for in the above paragraph, there shall be no access to the grievance and arbitration procedure set forth in this agreement on matters involving non-renewal."

The Association, contrary to the District, proposes that disputes over non-renewals of teachers who have completed three years probationary period shall be submitted to an arbitrator for determinations of just cause. The District's offer provides that an arbitrator

reviews the record of the statutory non-renewal hearing or conference before the Board, and apply the tests of Section 227.20, Wis. Stats. Accordingly, the arbitrator would not conduct a trial de novo but would have the authority to take testimony in the event of alleged procedural irregularities or to set aside the action if the arbitrator found the facts not to be supported by substantial evidence in the record. Under the Association final offer, probationary teachers would not have access to the grievance procedure with respect to non-renewal.

The Association argues that six of the seven comparable districts provide just cause although two do not provide access to the grievance procedure. Furthermore, the Association cites the previous Award of Arbitrator Kerkman wherein the arbitrator indicated a preference for the Association's proposal (basically that proposed herein) if it had incorporated a reasonable probationary period.

The Association contends that the Board of Education has recently expressed a policy of utilizing only the minimum legal requirements when considering a probationary teacher for non-renewal. The Association asserts that the lowering of the standard for probationary employees has serious implications for the District's career teachers.

The District argues that non-renewal actions affecting teachers with more than three years experience have been infrequent. Probationary teachers, according to the District, are afforded the same evaluation method as that provided career teachers. Accordingly, the District asserts that the District's competency rating system functions well in view of the absence of a non-renewal record. The District avers that the Association has failed to show a local need for a broadened standard of review.

The District contends that the majority of the districts in the Badger Athletic Conference do not have a "cause" review standard for non-renewals. The District argues that the present language, which was incorporated in its final offer before Arbitrator Kerkman, has not had an opportunity to operate, and that the issue should not be relitigated every year.

Having examined the just cause provisions of the districts in the Badger Athletic Conference, the undersigned finds that one district does not have a cause standard for non-renewal, two define cause or limit the review of the non-renewal action and three expressly provide cause for non-renewal. Four of the six districts provide a 2 or 3 year probationary period.

Although this arbitrator agrees with the District that the discussion of non-renewal and accompanying rationale appearing in Arbitrator Kerkman's award should not serve as precedent in the instant proceeding, she shares Arbitrator Kerkman's view that it is inconsistent to require cause for dismissal but not for non-renewal. Furthermore, the Association's final offer contains a probationary period which is as long or longer than probationary periods observed in the districts agreed upon as comparables by the parties. Such period will enable the District to assess the abilities of new teachers without redress to the grievance procedure in the event of non-renewal actions. It is the opinion of this arbitrator that the final offer of the Association with respect to just cause is the more reasonable.

### FAIR SHARE

The Association's final offer proposes retention of the union security clause established by the aforementioned award of Arbitrator Kerkman. Under the present language, fair share is afforded the Association with the following qualifications: district employees as of August 26, 1976 were exempt from the fair share provision, the provision was subject to referendum and employees holding moral or religious objections to fair share were exempt from the provision. According to the provisions of the Employer's offer, as selected by Arbitrator Kerkman, the District is held harmless against claims arising under the fair share provision. The Association did not invoke the referendum procedure and the fair share provision has not been activated.

The District's final offer herein proposes that the grandfather date be changed to exempt persons who are not members of the Association as of the date the 1978-80 agreement is awarded. The District argues that continuation of the language under which the Association failed to implement the provision through the referendum procedure would result in excluding persons hired after 1976 from the benefit of the grandfather clause.

The Association contends that its decision not to activate the fair share provision was one of internal politics and has not involved disbursement of District funds or caused harm to the Employer. However, the Association avers that modification of the grandfather date contains potential financial harm to the Association in view of the addition of 19 new staff members as of September, 1978.

The undersigned notes that the only issue before her with respect to a fair share provision concerns the appropriate grandfather date. Whereas Arbitrator Kerkman was confronted with issues of a harmless clause, referendum, grandfather date and exclusion from coverage for moral and religious objection, such matters are not in dispute for the 1978-80 agreement. The issue, therefore, is whether, upon the conduct of a referendum, employees of the District who were not members of the Association as of August 26, 1976 or as of the date of the awarded agreement shall be exempt. This arbitrator is of the opinion that the Association's final offer is not consistent with the intent of the previous agreement and that it would potentially negate the referendum requirement incorporated in that agreement. The undersigned believes that the failure of the Association to implement the referendum requirement warrants a change in the grandfather date. The final offer of the District with respect to fair share is more reasonable.

### HEALTH INSURANCE

Prior to 1977-78, the District paid the full cost of individual and family health insurance premiums for employees. As a result of Arbitrator Kerkman's award in 1977, the District's payment of family health insurance premiums was reduced by \$5.00 per month. The Association argues that the required employee contribution has not reduced dual coverage, employee participation in the program. The Association further contends that under the previous agreement, the District attempted to increase the monthly employee contribution to \$5.90 and that the matter was only resolved upon the filing of a grievance.

The District asserts that the Association's final offer on health insurance which contains a sentence specifying that employees shall pay \$5.00 per month on the premium during the term of the agreement amounts to a restatement of the preceding sentence within which the parties agree on the premium dollar amounts to be paid by the Employer. The District contends that such explanatory sentence may lead to interpretation disputes between the parties.

The record discloses that selection of the Employer's final offer in the 1977 arbitration proceeding resulted in health insurance provisions which specifically stated that:

"The Board of Education shall furnish family and individual health insurance . . . for which the district shall pay up to \$80.00 monthly for family coverage (representing \$5.00 per month under the full premium) . . .(emphasis added)."

In view of the historic payment of insurance premiums by the District and the fact that the Association proposal embodies the language of the present agreement which was proposed by the District in 1977, the undersigned rejects the District's position that such explanatory sentence is unrequired or unreasonable.

#### LIFE INSURANCE

The Association's final offer proposes that the District's present insurance carrier, Wisconsin Public Employer's Group Life Insurance (WPEGLI), be changed in the second year of the contract to the Wisconsin Education Association Insurance Trust (WEAIT) and that the same amount of money currently expended for life insurance be used to purchase insurance through WEAIT. The Association argues that the change in carrier would provide the same level of coverage but at reduced rates and would provide employees with the option of buying additional coverage.

In addition, the Association avers that the District's proposal cannot be implemented because it is at variance with the state-mandated premium rate under WPEGLI. The District has offered to pay 32% of the WPEGLI premium, while the employer's mandatory share, according to the Association, is 38% as of March 1, 1978.

The District argues that the Association's proposed change in carrier would actually increase costs over the present carrier. The District notes that the Association's proposal provides a carrier change for the second year of the contract and that the Association's offer fails to specify the percentage to be contributed to WPEGLI in the first year of the contract. The District contends that it must and does pay the premium level set by the carrier regardless of the percentage stated. The District further notes that other units of District employees would be affected by the Association's proposed change in carrier without consultation.

From the record, the cost/coverage benefit resulting from the proposed carrier change is difficult to ascertain. Moreover, it is the opinion of this arbitrator that the final determination of carrier resides with the District and that it would be inap-

propriate for the arbitrator to direct a change in carrier. While it is clear that the Employer was aware that the Association proposal involved a change in carrier and did not file a declaratory ruling over whether or not such change was a mandatory subject of bargaining, the undersigned would select the Employer's position if the life insurance issue were standing alone.

### STRS

The dispute over STRS benefits is negligible and stems from a clerical error in the Association's final offer. The Association, in its final offer, failed to update dates relative to STRS benefits. Accordingly, its final offer provides STRS Employer contribution at 5% of the 1977-78 salaries (emphasis added). In its brief, the Association states that although such error resulted from clerical oversight, it will abide by strict enforcement of 5% of the 1977-78 total wages if so desired.

The District states that the 1977-78 contract does not provide that STRS be paid on the 77-78 salaries, but notes that the language reads that:

"The Board of Education will pay five per cent (5%) of total wages for each professional employee to the State Teachers' Retirement System for the 1977-78 school year in lieu of the standard employee contribution. (emphasis added)."

The District's offer updates STRS to cover the two year contract period.

As noted in the District's brief, it is questionable whether the District could politically or practically pay STRS based on 1977-78 salaries, rather than on the increased salaries. Accordingly, the arbitrator does not find one offer to be preferable to the other and anticipates that the 5% Employer payment of the standard employee contribution will be based upon 1978-79 and 1979-80 salaries for the respective school years regardless of which final offer is selected.

### TRANSFER - POSTING

The final offers of both parties contain language with respect to transfers and notice of vacancies. The Association's proposal defines "vacancy" as "a position previously held by a teacher or newly created teaching position." The District's proposal does not define "vacancy." "Transfer" under the Association's proposal is defined as a "change in teacher grade level, subject area or building." The District's final offer limits "transfer" to a building change. The Association includes extra curricular, summer teaching and summer school curriculum opportunities in the posting requirement. In addition, the Association position specifies requirements of the position in the posting and a five day limit on the return of applications. The Association's final offer also provides that "Teachers who desire a change in extra-duty assignment, grade and/or subject area or who desire to transfer to another building may file a written statement of such desires with the Superintendent no later than the last day of the first semester."

The Association argues that language such as it proposes is

needed to alleviate the problems and frustrations experienced by staff members who are unaware of vacancies in the absence of posting and transfer language.

The District contends that the Association's proposal is overly broad and would create problems in administering the provision. Furthermore the District argues that the Association proposal conflicts with section 100.1 of the contract which requires that the administration notify teachers about extracurricular assignments by February 15, and that teachers notify administrators that they wish to be relieved of an assignment by March 1. The Association proposal would require teachers to notify the superintendent of a desire to transfer no later than the last day of the first semester.

The undersigned has reviewed the posting and transfer provisions observed among the districts designated as comparables. It appears that the language proposed by the Association is broader than that found in the agreement of the five Badger Athletic Conference districts with similar provisions. Specifically, the definition of vacancy and the notification of a desire to transfer included in the Association proposal exceed the scope of the provisions found in the majority of the comparable districts. Testimony on behalf of the Association substantiated the need for a uniform posting procedure. It is the opinion of the undersigned that the procedure proposed by the Employer is a step toward a more sophisticated, more inclusive posting and transfer system which should be given an opportunity to function before a more complex procedure is instituted, if one proves needed. The arbitrator finds support for the Employer's position on the issue of posting and transfer.

#### CALENDAR

The final offer of the Association contains a calendar for the 1979-80 school year. The District's final offer with respect to a 1979-80 calendar requires that upon receipt of the instant arbitration award, the parties return to the bargaining table to negotiate a calendar for the second year of the contract. The calendar proposed by the Association in its final offer, incorrectly lists three dates in September as contact days when in fact they were not. The Association avers that the error was a result of clerical oversight and that the total number of contract days is correct.

Prior to the arbitration hearing, the Association offered an amended calendar which deleted the last three days appearing in September and indicated that the school year would commence with a teacher inservice day on August 23, 1979 and conclude on June 4, 1980 with a teacher workday, or on an appropriate date at the end of the school year depending on the requirement of snow days.

The District argues that the parties successfully negotiated a calendar for the first year of the two year contract in dispute and that there is no reason to believe that agreement could not be obtained between the parties. Although the Association claims that its calendar represents 180 instructional days and 189 total contract days despite the alleged clerical error, the District contends that the Association calendar moved the starting date back two days without providing to pick up these days elsewhere.



Therefore, the District claims the Association's offer cannot be legally implemented without loss of state aids. The Association contends that the District opened schools for the 1979-80 school year on the day proposed by the Association and that the Association is prohibited by the calendar from refusing to work the prescribed 189 days.

The role of the undersigned in the arbitration phase of the mediation-arbitration process is to issue a final and binding award. An examination of the evidence and argument on the issue convinces the undersigned that the calendar dispute defies pragmatic analysis. Whereas the District's final offer precludes the issuance of a final award on the matter as it proposes a return to the bargaining table, the Association's final offer lacks specification of actual contract days as a result of a clerical error and a subsequent attempt to redistribute contract days in an amended calendar. Accordingly, the undersigned does not find one position on the calendar to be more persuasive than the other. The arbitrator does not regard the issue of calendar to be determinative of the bargaining dispute and would urge the parties to bilaterally resolve the issue regardless of the outcome of the instant award.

#### ADDITIVES

The Association proposes the inclusion of two positions, Health Coordinator and Job Printer, on the Additive Schedule. The position of Job Printer has been in existence for at least eleven years and has been compensated by a flat dollar amount. The incumbent supervises the school print shop during regular school hours. The Health Coordinator position has been compensated at least since 1976-77 and was established in order to comply with state statute.

The superintendent testified that it has been the past practice of the parties to submit proposals for the inclusion of positions on the additive schedule or appeals with respect to the amounts paid for certain positions to the Additive Schedule Committee comprised of teacher and Board representatives. The Committee reviews the position and makes recommendations for inclusion or exclusion from the additive schedule. Thereafter, according to the Superintendent, either he or the committee notify the Association of the recommendation and both sides exercise ratification. Neither position proposed for inclusion herein, has been submitted to the Additive Schedule Committee for consideration.

The Association argues that the District has recognized these positions as "extra-curricular" but has frozen the salaries of such positions by excluding them from the Additive Schedule.

The District contends that the position of Health Coordinator entails no more duties than the work normally done by a health teacher such as the incumbent. The District further argues that job printing is not bargaining unit work.

The testimony of the superintendent concerning the existence and function of the Additive Schedule Committee was unrefuted. In view of the facts that the parties have submitted proposed additions to the Additive Schedule Committee in the past but that the two disputed positions were not submitted for consideration, the undersigned finds the position of the Employer to be more

reasonable. Furthermore, the arbitrator finds that other comparable districts do not include positions of Job Printer or Health Coordinator on their Additive schedule.

A third area of dispute on additives concerns the additive calculation for the Middle School Cross Country coach. The undersigned has reviewed the parties computations and finds that the District's figures for said position (\$489 and \$513 for 78-79 and 79-80 respectively) are consistent with the remainder of the additive schedule adjustments.

#### SALARY

The salary dispute between the parties for the 1978-80 agreement involves not only the amount of money available for salary increases but also the establishment of an index system and reduction of experience steps and/or educational lanes. The Association is proposing adoption of a salary schedule which is based upon a 4% experience index and 2% educational index. In the second year of the contract, the Association final offer proposes a reduction of the present eleven educational lanes to ten by combining the BA +30 and MA columns. The Association offer would provide the following salaries for the respective school years:

	<u>1978-79</u>	<u>1979-80</u>
BA - 0 years experience	\$ 9,700	\$10,400
MA +24 - 16 years experience	\$18,624	\$19,635

The District's final offer proposes a salary structure which over the two year contractual period implements a 4% experience index. Effective the first year of the contract, the District proposes reduction of the number of educational lanes from 11 to 7 by elimination of BA +6, BA +18, MA +6 and MA +18 lanes. In addition the District's offer would eliminate experience steps past BA -11 years experience and BA +18 - 14 years experience while providing that returning teachers who would have been eligible for placement on the eliminated steps will receive special steps. (See Board offer.) The District's offer would provide the following salaries for the respective school years:

	<u>1978-79</u>	<u>1979-80</u>
BA - 0 years experience	\$ 9,970	\$10,475
MA +24 - 16 years experience	\$18,672	\$19,480

The Association notes that in 1970-71, the collective bargaining agreement between the parties contained an experience index. As of 1978-79, all of the comparable districts in the Badger conference has an experience index, the Association avers, and only one conference district did not also have an educational index. The Association argues that many of the increments in these districts exceed the percentage levels sought by the Association. The Association asserts that the District's proposal to reduce the number of educational lanes adversely affects 40 teachers and represents too drastic a modification of salary structure in one round of bargaining. Furthermore, the Association contends

that the salary schedules negotiated by the parties for at least the past five years have included 16 steps which the District also seeks to reduce. The Association claims that its proposal responds to the District's concern over the extent of salary improvements to be incorporated in the 1978-80 agreement by proposing a base salary lower than that offered by the District and reducing the educational lanes in the second year.

The Association argues that its position is clearly supported by continued increases in the cost of living. The Association asserts that the District's argument with respect to its ability to pay is refuted by the inaccuracies appearing in the District's analysis of financial data. The Association costs the proposed increases for the two year period as 17.959% for the Association and 16.429% for the District. The District, according to the Association, will realize significant savings as a result of staff turnover. In addition, the Association claims that the budgeting and reporting techniques of the District underestimate available funds and inflate its analysis of the Association offer. Accordingly, the Association avers that it is unlikely that cost controls would be exceeded for 1979-80 should the Association position prevail. However, the Association notes that the District's own proposal for 1978-79 is in excess of cost controls and that the District has recourse to an appeal process or modification of budgetary procedures.

The District contends that although it views the adoption of an index system as a built-in salary escalator for subsequent rounds of bargaining, its offer attempts to address the issue by gradual implementation of an experience index and the reduction of cells in the salary schedule. The District claims that its offer reduces salary schedule cells to a number compatible with other conference districts. The District avers that its final offer provides an average salary increase over 10% in the first year, and 7 1/2% in the second year; and as a result improves Stoughton's relative rank in the conference. In its brief, the District costs its salary for the two years as 17.67%.

The District contends that implementation of the Association's final offer would cause a significant cost control overrun and that the District has used appropriate budgeting procedures, has accounted for staff turnover and has made substantial budget cuts to keep its offer within 1979-80 cost control limits.

The undersigned has thoroughly reviewed the testimony, exhibits and arguments offered by the parties. Although the parties appear to have resolved their philosophical differences over establishment of an index, selection of either the Association or District offer will have a significantly different impact upon the Stoughton salary structure and individuals on given steps. An examination of the exhibits, convinces the undersigned that the Association's position is supported by the data for other conference districts with respect to experience and educational indices. Furthermore, cost of living data favors selection of the Association's final offer.

With respect to the reduction of educational lanes as addressed by the parties' offers, the arbitrator agrees with the Association that the District's proposed reduction from 11 to 7 lanes is an abrupt modification in one round of bargaining. However the record discloses the following lane comparisons for conference schools:

	<u>Total Lanes</u>
Fort Atkinson	11
Middleton	6
Monona Grove	7
Monroe	8
Oregon	10
Sauk-Prairie	7
Association proposal	11 - 10 (second year)
Board proposal	7

Furthermore, a comparison of the number of cells within respective salary schedules for conference schools with index systems lends support to the District's position:

	<u>No. of Schedule Cells</u>
Fort Atkinson	138
Middleton	84
Monona Grove	110
Monroe	85
Oregon	141
Sauk-Prairie	84
Association proposal	176 (160 second year)
Board proposal	105

Accordingly, the undersigned concludes that the comparables support the District's offer with respect to the number of salary schedule lanes and cells.

The parties have devoted a substantial portion of their presentations and briefs to the issue of the District's ability to pay. An analysis of the testimony and evidence, convinces the undersigned that the District does not have the ability to pay the increases generated by the Association's proposal. It appears that the Association's final offer exceeds cost controls by approximately \$61,000 for 1979-80. Under the Board's offer, a contingency reserve of \$24,706 remains which, the Board avers in its reply brief, has already been depleted by \$7,180. In view of the facts that the District's offer provides an experience index, and contains numbers of cells and lanes consistent with other conference schools while the Association's final offer exceeds the District's ability to pay, the arbitrator finds the District's offer on salary to be more reasonable.

Having reviewed the evidence and argument in view of the statutory considerations, and having concluded that the Association's final offer is preferable on the issues of discipline and non-renewal and health insurance, while the District's final offer is supported on the remainder of the issues with the exceptions of STRS and calendar which favor neither party, the undersigned makes the following:

AWARD

That the final offer of the District be incorporated into a written collective bargaining agreement as required by statute.

Dated at Madison, Wisconsin, this 16<sup>th</sup> day of November, 1979.

By: Kay B. Hutchison  
Kay B. Hutchison,  
Mediator-Arbitrator