

RECEIVED

AUG 11 1980

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

 * * * * *
 In the Matter of the Mediation-Arbitration *
 * * * * *
 Between *
 * * * * *
 NORTHWEST UNITED EDUCATORS *
 * * * * *
 and *
 * * * * *
 SCHOOL DISTRICT OF WINTER *
 * * * * *

AWARD and
 OPINION
 *
 Case XXIV
 No. 24736
 MED/ARB-429
 Decision No. 17632-A

APPEARANCES: Robert M. Hesslink, Jr., Esq., Madison,
 for the Employer

 Alan D. Manson, Exec. Director, NUE, Rice Lake,
 for the Union

On June 11, 1979, Northwest United Educators (NUE) filed a petition with the Wisconsin Employment Relations Commission (WERC) pursuant to Section 111.70(4)(cm)(6) of Wisconsin's Municipal Employment Relations Act (MERA) to initiate mediation-arbitration. NUE and the School District of Winter (referred to as the Employer) had begun negotiations on February 16, 1979 for a successor collective bargaining agreement that was to be effective July 1, 1979 but failed to reach agreement on all issues in dispute covering this unit of approximately forty-one (41) teaching employees. On March 3, 1980, following an investigation by a WERC staff member, the WERC determined that an impasse existed within the meaning of Section 111.70(4)(cm)(6)(a) and that mediation-arbitration should be initiated. On March 13, 1980, the undersigned, after having been selected by the parties, was appointed by the WERC as mediator-arbitrator to resolve the impasse. She met with the parties on May 30, 1980 in Winter, Wisconsin, to mediate the dispute. Pursuant to a citizens' petition, a public hearing was held at which time two members of the public made comments on certain aspects of fair share. When mediation efforts proved unsuccessful, the undersigned then proceeded, under a prior agreement with the parties and after prior public notice, to hold an arbitration meeting (hearing) as required by Section 111.70(4)(cm)(6)(d) on May 31, 1980.

ISSUES AT IMPASSE

The parties have been unable to resolve the following five issues:

1. pay for making up certain snow days;
2. health insurance premiums;
3. extra duty/extra pay schedule and mileage;
4. salary schedule for 1979-80 and 1980-81; and
5. fair share.

The final offer of NUE is annexed hereto as Appendix A and the final offer of the Employer is annexed hereto as Appendix B. Since there is no voluntary impasse procedure

agreement between the parties, the undersigned is required under MERA to choose either the entire final offer of NUE or the entire final offer of the Employer.

STATUTORY CRITERIA

Under Sec. 111.70(4)(cm)(7) the mediator-arbitrator is required to give weight to the following factors:

- 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 the same community and in comparable communities and in private employment in the same community and 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.

POSITIONS OF THE PARTIES

Northwest United Educators

Of the five issues that remained unresolved, NUE believes that the major items are salary and fair share while the remaining three items may be characterized as minor. Beginning with the latter category, NUE makes several arguments to support its package. On the insurance issue, NUE notes that there may be no difference between the parties if the dollar limits specified in the Employer's offer turn out to be sufficient to cover the full amount of health premiums for bargaining unit members for the final six months of the agreement, January through June 1981. Since this is unknown at the present time, however, NUE argues that its offer requiring full payment of health insurance premiums for the full contract term is justified on the basis of

the Employer's past practice and comparables. Indeed NUE notes that the amount typically spent on family health insurance premiums by comparable school districts is greater (and thus buys increased coverage) than that paid by this Employer.

Turning next to the snow days/make up days issue, NUE contends that the overwhelming majority of athletic conference and contiguous districts have provisions for not making up snow days, provisions which are found either in collective bargaining agreements or in side agreements of the parties. NUE explains that its admittedly unique proposal for time and one-half for the first two snow make up days was a result of the Employer's objections to its original bargaining position retaining prior contract language. The Employer initiated a declaratory ruling petition before the WERC seeking a determination that NUE's language agreeing to no make up days for snow days was a permissive subject of bargaining. NUE's present offer was then formulated to avoid lengthy litigation delays and to offer an incentive to preserve the prior practice. (It was stipulated at the hearing that the first two snow days of 1979-80 were not in fact made up.)

On the third "minor" issue of the extra duty/extra pay schedule, NUE notes that pay comparisons between school districts for these extra duties even in the same athletic conference may not be valid because working conditions vary greatly and there is no simple way to make the thorough, detailed pay and duty comparisons required. Thus, after referring to its exhibit which it believes demonstrates that this School District is at the bottom or near the bottom in all categories shown, NUE primarily supports its final offer on this issue by noting that the Employer's basic rates have not changed at all since 1975-76. It further contends that even if scheduling changes might justify a freeze in the extra pay schedule for 1979-80, then certainly some increase for 1980-81 is justified based upon cost of living data alone. Primarily for these reasons, NUE concludes that its "relatively modest" increase is preferable.

Turning from these "minor" items, NUE next argues on behalf of its full fair share proposal. It supports its union security position mainly on the basis that there is a clear pattern, both in voluntary collective bargaining agreements and in interest arbitrations awards, favoring its proposal, noting particularly interest arbitration awards issued in the contiguous districts of Hayward and Flambeau. Among other justifications provided by NUE to support its fair share proposal are the following: NUE has been the exclusive bargaining representative in this School District since the early 1970s, approximately ten years; recently, in November of 1977, Winter teachers voted to retain NUE as exclusive bargaining representative by over a three to one margin; NUE has encountered extraordinary legal and litigation expenses for this bargaining unit, expenses which are approximately three times the average for the twenty-seven districts represented by NUE. It criticizes the Employer's unique modified fair share proposal pointing out that a) under the Employer's proposal, the School District is required to compute the cost of fair share based upon the Employer's determination of "reasonable budgeted costs" of the exclusive bargaining representative, b) this amount cannot be adjusted during the school year, c) all complaints relating to the amounts deducted are to be directed to NUE, and, most critical, d) the Employer's proposal contains hold harmless language which places liability for disputes arising from challenges to the Employer's determination of the proper fair share amount on NUE. NUE concludes

its arguments on behalf of its fair share proposal by noting that there is no evidence of public opposition, that cost of living increases have also affected the cost of exclusive representation by NUE in both contract negotiations and contract administration, and that the overall compensation of bargaining unit members is directly affected by the absence of a full fair share agreement since at present NUE members alone must bear the costs of representation services which necessarily benefit all members of the bargaining unit.

Lastly, NUE turns to the salary issue, the remaining demand of similar importance to fair share. Its arguments supporting its salary proposal are simple and depend heavily upon comparables. In its view, the existing Winter teachers' salary schedule is extremely low when compared to the school districts constituting the athletic conference and the contiguous school districts. Thus, in NUE's view, there is an obvious need for significant "catch up". Utilizing the minimum and maximum of the BA and MA schedules, NUE concludes that its offer provides only a modest catch up. It argues in opposition to the Employer's median teacher approach (see below) for comparability comparisons and the Employer's conclusion that the School District's final salary offer places Winter "in the middle of the pack". NUE points out that due to Winter's unusual increment structure which has neither straight dollar nor consistent percentage amounts, the varying percentages of the Winter salary schedule (which neither party is herein attempting to change) produce a comparative peak on the BA schedules after eight years of experience. However, from this peak, the salary schedule descends rapidly again with additional years of service. For NUE, the top of the salary lanes is particularly important since at least 19 of the 41 teachers in the bargaining unit have already passed step 8.

Observing that the Employer did not make any inability to pay argument, NUE concludes its salary discussion by noting that NUE's proposal only goes part way to meet a demonstrated "catch up" need, that most comparable school districts not only have improved salary schedules but also spend more money on health and other insurance and have superior extra duty pay schedules as well. For all the above reasons, NUE concludes that its final offer is more reasonable on all the issues involved in this arbitration proceeding.

The Employer

In its brief, the Employer has organized its arguments supporting the selection of its final offer by means of a systematic consideration of the statutory criteria found in MERA. After noting that there was no dispute at the hearing regarding the first listed factor, lawful authority of the Employer, the School District continues on to the stipulations of the parties factor. It notes that it has made a number of important concessions which include: an improved personal leave policy, making whole teachers for required court appearances or jury duty, a "for cause" standard for disciplinary and termination actions, Employer payment of employee contributions to the State Teachers Retirement System, and new provisions relating to teacher layoffs.

Under the next factor, the interests and welfare of the public and the financial ability of the governmental unit to meet the proposed settlement costs, the Employer makes several

arguments. Since this School District has, by far, the fewest number of students per mile in its athletic conference or in CESA #1, transportation costs necessarily consume a larger than average portion of this School District's budget, particularly in light of the continual need to acquire new buses and the more recent problem of exalating fuel costs. This problem of small student population in a large geographical area has also produced a low teacher/pupil ratio in this School District with an accompanying tendency to reduce teacher workload, argues the Employer. Winter's teacher/pupil ratio is fourth lowest out of fourteen in its athletic conference and fourth out of sixteen in CESA #1. The above picture is further complicated when one takes into account the critical fact that the School District receives a comparatively small amount of state aids, far less than the average district in the athletic conference and CESA #1. This requires correspondingly higher (and burdensome) local property taxes.

The Employer next considers the factor relating to comparability, looking first at other teachers in comparable school districts and then at other employees of the Employer. After noting that it is difficult to make comparisons with other districts because of the number of permutations found in a teacher salary schedule and after criticising NUE's minimum/maximum approach (see above) as arbitrary and unrepresentative, the Employer argues for its "median" teacher approach based upon a teacher with 8 years of experience with a BA plus 10 credits. Utilizing this method, the Employer observes that its offer is quite reasonable when compared to the appropriate comparable school districts in the athletic conference and CESA #1; it is \$25 higher than the average salary being paid in the athletic conference and \$48 higher than the average of other Class C schools in CESA #1.

The Employer further notes that its offer too contains an additional step to the salary schedule, thus providing an important benefit for the large number of long term teachers in the School District. The Employer has computed that its final offer represents an increase of 9.75% in 1979-80 and 7.77% in 1980-81; this produces an average annual increase of 8.76%, a very favorable figure in relationship to the cost of living, argues the School District.

The Employer then addresses itself to the results of comparing its final salary offer for this unit with that already settled upon with its unit of non-professional employees. This latter group of School District employees recently settled a three year contract which contained annual increases of 7% for the 1979-82 period. This settlement, moreover, argues the Employer, is in accord with national trends, particularly the recently reported cumulative average for 1979 settlements in non-manufacturing work (excluding construction) of 7.5% and is in direct contrast to NUE's position herein.

The cost of living factor is next considered. The Employer notes that cost of living in small metropolitan areas has increased at a slower rate than the nationwide cost of living figures used by NUE. The Employer estimates that the appropriate applicable annual cost of living factor for 1978-80 is 11.6%. The Employer also refers to state legislative restraints placed upon school districts in recent years which force them to live within a tighter budget than other sectors of the general economy in disregard of the cost of living.

In examining the overall compensation level factor, the Employer notes that a number of benefits have already been conferred upon this unit of professional employees. For example, extra curricular activities have become co-curricular, that is a period of the normal student day has been set aside for these activities. Thus lower payments for these duties are justified because Winter teachers now necessarily spend fewer hours in supervising these student activities outside their regular work day than do teachers elsewhere.

Finally, the Employer argues that its offer of a modified fair share is part of the overall benefit package it is offering to members of this bargaining unit. Arguing that it has made a substantial concession in moving from voluntary dues check-off to its modified fair share proposal, the Employer adds that it believes it is important to continue to provide freedom of choice for already employed members of the bargaining unit instead of making a substantial change in their conditions of employment. The Employer concludes this portion of its argument by pointing out that comparables favor modified fair share and not NUE's full fair share proposal.

For all the above reasons, the Employer believes its final offer to be more in accord with the statutory criteria.

DISCUSSION

Except for some general comments in regard to snow days/ make up days, health insurance premiums and extra duty/extra pay, the arbitrator agrees with the positions (either explicit and implicit) of the parties that these three issues are less important and do not require extensive consideration. As to the myriad of extra duty/extra pay issues, there is insufficient information about required duties and responsibility to make an informed determination about the multiplicity of assignments involved and the appropriate pay rates and to permit a serious scrutiny of comparables. The problem with the snow days/make up days issue is of a different nature. The Employer has been critical of NUE's pay proposal in connection with make up days noting that it is unique and without comparables. However, it was the School District that itself initially raised the legal question concerning the permissive nature of the prior agreement not to make up the first two snow days. Accordingly, the absence of comparables deserves less weight than might be otherwise justified. Finally, in regard to the health insurance premium issue, as NUE has pointed out, there may be no practical difference between the parties' final offers if in fact the dollar sums stated in the Employer's final proposal turn out to be sufficient to cover 100% of health insurance premiums for the entire term of the agreement. At present, this is uncertain. The Employer's offer limiting its liability to a dollar amount is understandable, although a careful examination of comparables might lead to selection of NUE's insurance offer. On all three of these issues, the difference between the parties is genuine but not of critical significance in regard to the final outcome of this proceeding. It is clear that if the parties had been able to settle voluntarily the fair share and salary issues, they would have been able to settle these three issues as well.

Differences in the parties' positions in regard to salaries may be critical, however. Although there is some disagreement about selection of appropriate comparables, these distinctions are not very great: both parties look to the athletic conference while NUE also looks to contiguous school districts and the

Employer emphasizes other Class C districts in CESA #1. There is a greater difference in regard to the Employer's median teacher approach versus NUE's minimum/maximum approach. Each method of comparison has some validity; both are needed to give a more complete comparison. The arbitrator, however, would give somewhat greater weight to NUE's approach in this case because of the actual distribution of teachers on the Winter salary schedule. On a somewhat different but related point, the Employer has argued that its continuation of Winter's relatively low ranking is justified because this school district is saddled with higher than usual pupil transportation costs (equipment, labor and fuel) while at the same time it receives a comparatively low amount of state aid. While these arguments may well explain the basis for the Employer's economic posture in this proceeding, it does not provide a complete defense to NUE arguments that there is a need for "catch up" with other similarly situated districts. In the light of appropriate comparables, the Employer's salary offer averaging 8.76% per contract year is acceptable but somewhat low. In the judgment of the arbitrator, however, differences between the parties in regard to the remaining issue of fair share are so critical that they overshadow any decision on the salary dispute.

Turning then to the ultimate issue of union security, there are several distinct points to be considered. It should be first observed that the choice herein is not between a full fair share proposal offered by NUE and a "conventional" modified fair share proposal offered by the Employer. If the sole issue in dispute between the parties concerned the application of the fair share principle to all existing employees in the bargaining unit in contrast to prospective application to new employees only, that would be a more difficult controversy for this arbitrator to decide since there are strong policy arguments on each side in that situation. Comparability data herein appears to favor full fair share but it cannot be the exclusive basis on determination. In this proceeding, the arbitrator is faced with the choice of a standard full fair share proposal by NUE versus an admittedly unusual modified fair share proposal offered by the Employer. As NUE has pointed out, the Employer's proposal is unique in several ways. While neither its legality nor the mandatory/permissive nature of portions of the proposal is at issue in this proceeding, it is appropriate to consider some of the labor relations and policy consequences that are likely to flow if the Employer's proposal were to be selected. Unlike all other fair share proposals submitted to or scrutinized by this arbitrator, the Employer's proposal requires the union to provide to the employer its "actual itemized costs of negotiations and contract administration for the prior year and an itemized budget of anticipated costs" for the coming year. The employer then is required to compute the proportionate cost of union representation based upon "the reasonable budgeted costs," etc. Under this special procedure, not only will the Employer become directly involved in many matters which have been traditionally considered internal union affairs or issues solely between a union and individual bargaining unit members, there is another serious difficulty with the language of the Employer's final offer. Under part C of the Employer's proposal, NUE is required to indemnify and hold harmless the Employer from "any and all claims, demands, suits, or other forms of liability which may arise out of any action taken by the Board under this section...." While this may be considered as standard language in a conventional fair share proposal, it is inconsistent on its face with the active and independent determinations which are to be made by the Employer under its unique fair share procedures. Thus, not only does the earlier described language

offer numerous opportunities for serious and continuing disputes between the Employer and the exclusive bargaining representative, the indemnification language places an obviously inequitable burden of liability on NUE's shoulders for Employer determinations which are beyond NUE's control.

It is evident that the Employer herein is concerned that some assurance be provided to those members of this bargaining unit who do not wish to become members of NUE that only a legitimate fair share sum will be deducted by the Employer from their wages. Under the statutory scheme of MERA, however, the Wisconsin Employment Relations Commission (WERC) and the courts are the appropriate primary forums for resolving controversies over what constitutes the appropriate level of fair share fees. If such determinations are made in the first instance by individual public employers, one may anticipate numerous and difficult to resolve local controversies between Wisconsin public employers and unions representing their public employees. This process may also lead to unfortunate local variations instead of state wide policy. The latter is obviously more desirable because of the constitutional and legislative policy implications surrounding the fair share concept, particularly in the public sector. For all the above reasons, the undersigned believes that NUE's fair share proposal is more in accord with the statutory standards and provisions under MERA than the Employer's fair share proposal. She concludes that her decision favoring NUE's fair share proposal is determinative of the outcome of this entire arbitration proceeding.

AWARD

Based upon full consideration of the exhibits and arguments presented by the parties and due weight having been given to the statutory factors set forth in Section 111.70(4)(cm)(7) of MERA and the statements made by the members of the public at the public hearing held on May 30, 1980, the mediator-arbitrator selects the final offer of Northwest United Educators and orders that NUE's final offer be incorporated into a written collective bargaining agreement as required by statute.

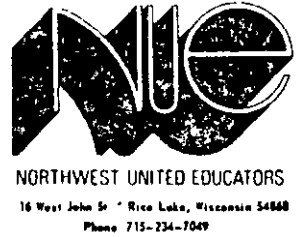
Dated: July 31, 1980

Chilmark, Massachusetts

sl June Miller Weisberger
June Miller Weisberger
Mediator-Arbitrator

RECEIVED

DEC 20 1979



WISCONSIN EMPLOYMENT
RELATIONS COMMISSION



December 19, 1979

Mr. Robert McCormick
Wisconsin Employment Relations Commission
14 W. Mifflin Street
Suite 200
Madison, WI 53703

RE: School District of Winter
Case XXIV, No. 24736, MED/ARB-429

Dear Mr. McCormick,

The union has reviewed the Winter District's Petition for Declaratory Ruling filed on or about November 30, 1979. In response to the District's challenge, NUE hereby amends its final offer in order to allow for an expeditious resolution of the matter.

Specifically, NUE amends its final offer as follows:

1. Replace Article VI-School Year, Part B with: The Board, at its sole option, may decide to make up or not make up the first two school days, or their equivalent, which were missed due to inclement weather. However, if the Board decides to make them up it will pay the teachers at a rate of one and one-half times their average annual rate for daily compensation. (Explanatory note: If, for example, one full day is made up, each teacher will receive his/her regular pay plus one half a day's pay.)

Should the Board decide to make up any or all of these two days, it shall inform the teachers not later than April 1 or within two weeks after the first two snow days, whichever is later.

Days missed in excess of the first two days shall be made up; all make up days for inclement weather shall be added to the end of the school year.

Appendix A


Mr. Robert McCormick
Page 2
December 19, 1979

2. Article XIII - Fair Share Agreement: Delete subparagraph 4 of that provision which provides that NUE shall provide employees who are not members of the NUE with an internal mechanism within NUE which will allow those employees to challenge the fair share costs certified by NUE as the costs of representation and to receive, where appropriate, a rebate of any monies determined to have been improperly collected by NUE. All other provisions in the fair share provision remain the same.
3. Appendix C: Delete "...by the in-service committee." after "during the year at some time..."

An initialed copy of this revised final offer is enclosed.

Sincerely,

NORTHWEST UNITED EDUCATORS



Alan D. Manson
Executive Director

ADM/smf

Enc.

cc: Robert Hesslink with enclosure

RECEIVED

FINAL OFFER OF NORTHWEST UNITED EDUCATORS

DEC 20 1979

IN THE CASE:

SCHOOL DISTRICT OF WINTER

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

CASE XXIV, NO. 24736, MED/ARB-429

1. Except as indicated in this offer and the stipulations between the parties, the terms of the 1977-79 agreement between NUF and the Winter District shall remain unchanged.

2. Article VI - School Year

A. Calendars for 1979-80 and 1980-81 as negotiated are attached as Appendix C.

B. The Board, at its sole option, may decide to make up or not make up the first two school days, or their equivalent, which were missed due to inclement weather. However, if the Board decides to make them up it will pay the teachers at a rate of one and one-half times their average annual rate for daily compensation. (Explanatory note: If, for example, one full day is made up, each teacher will receive his/her regular pay plus one half a day's pay.)

Should the Board decide to make up any or all of these two days, it shall inform the teachers not later than April 1 or within two weeks after the first two snow days, whichever is later.

Days missed in excess of the first two days shall be made up; all make up days for inclement weather shall be added to the end of the school year.

3. Article X - Insurance

A. Same as 1977-79.

B. The District shall provide facilities under which a teacher may participate in the group insurance plan presently in effect. A teacher will receive benefits that will be no less than the benefits of the 1971-72 group insurance plan. The Board agrees to pay up to \$66.16 per month on the family plan and up to \$26.79 per month on the single plan until January 1, 1980, and up to the full amount for the family and single plans for the remainder of the 1979-80 year and the 1980-81 year.

12/21/79
10 4
(12)

4. Article XIII - Replace with fair share agreement:

- (1) NUE, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, NUE and non-NUE, 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 NUE. No employee shall be required to join the NUE, but membership in NUE shall be made available to all employees who apply consistent with the NUE constitution and bylaws. No employee shall be denied NUE membership because of race, creed, or sex.
- (2) Effective thirty (30) days after the date of initial employment of a teacher or thirty (30) days after the opening of school in the fall semester, the District shall deduct from the monthly earnings of all employees in the collective bargaining unit their fair share of the costs of representation by NUE, as provided in Section 111.70 (1)(h), Wis. Stats., and as certified to the District by NUE, and pay said amount to the treasurer of NUE on or before the end of the month in which such deduction was made. The District will provide NUE with a list of employees from whom deductions are made with each monthly remittance to NUE. NUE shall notify the District of any changes in the membership affecting the operation of the provisions of this Article thirty (30) days before the effective date of such change. NUE shall notify the District of the amount certified by NUE to be the fair share of the costs of representation by NUE, referred to above, two weeks prior to any required fair share deduction.
- (3) NUE agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. NUE agrees to inform the District of any change in the amount of such fair share costs thirty (30) days before the effective date of the change.
- (4) NUE and the Wisconsin Education Association Council do hereby indemnify and shall save the Winter School District 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 District, which District action or non-action is in compliance with the provisions of this Article, and in reliance on any list or certificates which have been furnished to the District pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of NUE and its attorneys. However, nothing in this sections shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

11/14/79
W.S.D.
(M)

(5) This Article shall become effective when the Agreement is signed.

5. Article XX - Term of This Agreement

- A. The provisions of this Agreement will be effective from July 1, 1979 until June 30, 1981.
- B. Same as 1977-79.

6. Appendix A - 1979-80 Salary Schedule

The index and lanes of the 1978-79 schedule with the following changes:

- A. Add Step 11 at index of 1.425
- B. BA Base: \$9,900
- C. Horizontal Lanes: \$200

Extra-Pay Schedule - Increase all extra-pay rates by 10 percent for 1979-80 except: mileage allowance .19; covering classes 5.00/per class; FHA 55.

7. Appendix B - 1980-81 Salary Schedule

The index and lanes of the 1979-80 schedule with the following changes:

- A. Add Step 12 at index of 1.45
- B. BA Base: \$10,500
- C. Horizontal Lanes: \$275

Extra-Pay Schedule - Increase all extra-pay rates by 10 percent for 1980-81 except: mileage allowance .21; covering classes 6.00/per class.

	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	S	T	Days	Day			
Aug.											18	19	20	21	22	23	24	25	26	27	28	29			4	5	
Sept.	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30			21	22	
Oct.		1	2	3	6	7	8	9	10	11	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	21	23
Nov.	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					18	19
Dec.	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	27	28	29	30	31	17	17
JAN.				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	20	20
Feb.	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27						20	20
MAR.	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				22	22
Apr.		1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	20	21	
May			1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	23	24	25	26	27	28	29	17	21
June	1	2	3	4	5	8	9	10	11	12																180	190

- Insurance - 5
 □ Holiday - 3
 Δ Convention - 2
10

May 27, 28 will be scheduled during the year at some time

12/11/21
 11/11/21
 10/11/21
 9/11/21
 8/11/21
 7/11/21
 6/11/21
 5/11/21
 4/11/21
 3/11/21
 2/11/21
 1/11/21
 (Panic)

STATE OF WISCONSIN
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of	-	
the Petition of	-	
	-	AMENDED
NORTHWEST UNITED EDUCATORS,	-	FINAL OFFER OF THE EMPLOYER
To Initiate Mediation-	-	
Arbitration Between Said	-	CASE XXIV No. 24736 MED/ARB-429
Petitioners and WINTER	-	
SCHOOL DISTRICT.	-	

COMES NOW the Employer, Winter Joint School District No. 1, and by and for its final offer in the above referenced matter proposes as follows:

1) Article VI SCHOOL CALENDAR, delete Section B and amend Section A to read: "Calendars for 1979-80 and 1980-81 are attached as Appendices 'C' and 'D'.";

2) Article X - INSURANCE, amend Section B by deleting the last sentence thereof and substituting the following language:

"During the school year 1979-80, the Employer agrees to pay up to \$26.84 per month towards the group health insurance coverage for all employees qualifying for and electing single coverage and up to \$66.16 per month towards the group health insurance coverage for all employees qualifying for and electing family coverage. During the school year of 1980-81 and thereafter until modified, the Employer agrees to pay up to \$28.72 per month towards the group health insurance coverage for all employees qualifying for and electing single coverage and up to \$70.79 per month towards the group health insurance coverage for all employees qualifying for and electing family coverage. In the event that the actual rates obtainable for the required level of group health insurance exceed

Appendix B

the amounts specified above by more than \$2.00 per month, the parties agree to reopen negotiations on this article to determine the proper contribution for the year, or portion of the year, in question."

3) Article XIII, delete in its entirety and rewrite to read as follows:

"Article XIII - NUE Security"

- A. Effective upon ratification of this Agreement, those employees who have authorized the Board to withhold NUE dues or the proportional costs of any representation from their pay during the term of this Agreement, and all employees hired after the effective date of this Agreement, shall be required to pay their proportionate share of the costs of representation by NUE. Such costs shall be withheld from the pay of affected employees by the Board and forwarded to NUE within thirty (30) days after such deduction is made.

- B. NUE recognizes that the Board may only lawfully deduct those amounts which are related to the cost of negotiation and contract administration for this bargaining unit. Therefore, within fifteen (15) days after ratification of this agreement and within fifteen (15) days after the beginning of each school year within the term of this agreement, NUE will provide to the Board its actual itemized costs of negotiation and contract administration during the previous school year and an itemized budget of anticipated costs for that school year. These itemized costs need not be in such detail as to require disclosure of confidential union information. The Board will then compute the proportionate cost of representation by NUE based upon the reasonable budgeted costs, any unexpended or overexpended funds deducted during the previous school year, and the number of affected employees contributing to the costs of representation. Any adjustments in the amount of the deduction for individual employees resulting from changes in

the number of affected employees shall be done annually at the time of establishing the proper deduction for the subsequent year.

- C. The parties recognize that all complaints relating to the amount of costs withheld pursuant to this article and the uses to which these funds are actually put by NUE are issues between the individual employees and NUE and are not subject to the grievance procedure specified in this Agreement. NUE shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken by the Board under this section for the purpose of complying with the provisions of this article. In any such action, NUE shall either undertake the defense of the action or shall reimburse the Board for the reasonable attorney's fees incurred in the defense thereof."

4) Article XX - TERM OF THE AGREEMENT, Section A be amended by deleting the date "June 30, 1979" and substituting in its place the date "June 30, 1981" and by deleting the term "beginning of the school year 1977-78" and substituting in its place "beginning of the school year 1979-80".

5) Appendix "A" be amended by deleting the term "1977-78 Salary Schedule" and substituting in its place the term "1979-80 Salary Schedule" and by increasing the BA Step 1 base to \$9,800, increasing the horizontal lanes from \$100 to \$150, by adding a new Step, designated Step 11, at an Index of 1.425, and adjusting all other numbers in the Salary Schedule accordingly. The Extra Pay Schedule of Appendix "A" be amended by deleting the term ".12" under Mileage Allowance and substituting therefor the term ".18";

6) Appendix "B" be amended by deleting the term "1978-79 Salary Schedule" and substituting therefor the term "1980-81 Salary Schedule" and by amending the BA Step 1 rate to be \$10,450, increase the differential in horizontal lanes from \$100 to \$175, by adding a new Step, designated as Step 11, at an Index of 1.425, and by recomputing the remaining numbers accordingly. The Extra Pay Schedule be amended by deleting the term ".15" under Mileage Allowance and substituting therefor the term ".20";

7) Create a new Appendix "D" entitled "1980-81 Calendar" as attached hereto and incorporated herein by reference.

Respectfully submitted,

DeWITT, SUNDBY, HUGGETT & SCHUMACHER, S.C.

By:

Robert M. Hesslink, Jr.

Robert M. Hesslink, Jr.
Attorney for Winter Joint
School District