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STATE OF WISCONSIN  
BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In The Matter of the	:	
Mediation/Arbitration Between	:	
	:	
NORTHWEST UNITED EDUCATORS	:	Case XIV
	:	No. 27890 MED/ARB-1131
and	:	Decision No. 18833-A
	:	
SCHOOL DISTRICT OF BRUCE	:	
	:	
-----	:	

APPEARANCES:

Alan D. Manson, Northwest United Educators, appearing on behalf of the Bruce Education Association.

Coe, Dalrymple, Heathman & Arnold, S.C., lawyers, by Edward J. Coe, appearing on behalf of the School District of Bruce.

ARBITRATION HEARING BACKGROUND:

On August 3, 1981, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as Mediator/Arbitrator, pursuant to Section 111.70(4)(cm) 6 of the Municipal Employment Relations Act in the matter of impasse between the Bruce Education Association, hereinafter referred to as the Association, and the School District of Bruce, referred to herein as the District. Pursuant to the statutory requirement, mediation proceedings were conducted between the parties on August 31, 1981. Mediation failed to resolve the impasse. On that same evening, an arbitration hearing before the Mediator/Arbitrator was held. At that time the parties were given full opportunity to present relevant evidence and make oral argument. The proceedings were not transcribed, but post hearing briefs and reply briefs were filed with and exchanged through the Mediator/Arbitrator.

THE ISSUES:

The parties remain at impasse on several issues. Among the issues are layoff, health insurance, recognition, school calendar, working conditions, class load, salary payments, grievance procedure, and salary schedule. The final offers of the parties appear as attached Appendix "A" and "B".

It appearing that the written final offer of the Employer differed from the salary schedule provided as part of the final offer, the parties were requested to verify their understanding. Enclosed as Appendix C is a jointly signed letter clarifying the Employer's offer. It is understood their offer is \$175 on the horizontal increments and 4% on the vertical increments. The verification occurred January 4, 1982.

STATUTORY CRITERIA:

Since no voluntary impasse procedure was agreed to between the parties regarding the above impasse, the undersigned, under

the Municipal Employment Relations Act, is required to choose the entire final offer of one of the parties on all unresolved issues.

Section 111.70(4)(cm)7 requires the mediator/arbitrator to consider the following criteria in the decision process:

- A. The lawful authority of the municipal employer.
- B. The 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 with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and 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.

THE COMPARABLES:

Position of the Parties: The District contends the appropriate source of comparative schools in this matter is the athletic conference. Noting the athletic conference is a generally accepted comparative body among arbitrators, the District challenges the Association's inclusion of the Districts of Chetek, Cumberland and Ladysmith. It argues these three districts are in the Heart of the North Athletic Conference and have larger student bodies and full time equivalencies than the Bruce School District and thus, should be excluded.

The Association proposes adding the three districts because they share a common border with the Bruce School District, are members of the same CESA and are predominantly within the same county. It continues it is important to include the three districts to provide some balance among the comparables since the Bruce School District is among the largest districts within its athletic conference.

Discussion: The undersigned selects the District's set of comparative schools. While the District separated the comparables into the East Lakeland Conference and the West Lakeland Conference, the undersigned used the entire athletic conference as the comparable pool and established no priority for one conference or the other. In selecting this pool as the comparables, the undersigned notes the Bruce School District is rather unique to the conference. Among the districts in the conference, only the Bruce School District and the Flambeau School District are similar in full-time equivalencies and equalized value. In addition, Bruce, while among the largest of the districts, has the lowest cost per pupil and the lowest levy rate. Further, it appears Bruce has not been among the wage and benefit leaders in the conference. Thus, with these factors considered, the undersigned has analyzed and decided the issues below as follows:

GENERAL DISCUSSION:

There are a number of issues unresolved between the parties which both agree, while important, should not determine the outcome of the decision. The District contends the critical issues are those which have a financial impact on the District and the layoff language. It identifies the financial impact issues as salary, mileage, the increase in the cost of health insurance, and the cost of snow days. The Association states wages, insurance and layoff are the significant issues in this matter. It adds, however, the relatively large number of minor issues should together constitute an important element of consideration in arriving at a decision as to which offer is more reasonable.

The undersigned considers salary, health insurance and the layoff language as the principal issues in this matter and will discuss these items in greater detail. While arguments were advanced both for and against the other items in dispute between the parties, the parties concurred these issues were not determinative and the data provided was relatively sketchy. Thus, the undersigned has noted these items are in contention between the parties, has noted the arguments advanced by both and has decided the outcome of these items will be determined by the decision arrived at concerning the principal issues.

Health Insurance:

The Position of the Parties: The parties differ in how they believe the insurance amount allocated should be expressed in the collective bargaining agreement and in whether or not there should be a maintenance of standards element in regard to health insurance benefits.

The District contends the health insurance payment should be expressed in the agreement as a dollar amount. It argues the comparables favor its position in that only four of the fourteen districts in the conference express the insurance payment as "full payment". Further, it asserts it is essential to maintain a dollar amount within the agreement so that it may maintain control over health insurance costs and retain an ability to bargain in this area. The District argues there is no need for a maintenance of benefits clause in the agreement since benefit level is a mandatory subject of bargaining. This, it contends, prevents the District from being able to reduce the benefit level unless bargaining occurs between the parties.

The Association argues the District's proposal fails to guarantee insurance coverage and benefits will remain at the current level. It notes that while the District argues the benefit level is a mandatory subject of bargaining, District testimony suggests they thought the benefits could be reduced, thus, the maintenance of standards language is needed. The Association declares the Wisconsin Employment Relations Commission ruling which states changes occurring during the term of a collective bargaining agreement are not subject to mediation/arbitration would allow mid-term bargaining to occur and unilateral implementation of the District's position. The Association argues that without the language, the District could accomplish a change in the benefit level at any time by notifying the Association it was considering a change, by initiating negotiations on the change and subsequently unilaterally implementing the change by declaring they have negotiated to "impasse".

The Association continues there is a need to express the insurance payment as "full payment" within the contract since a dollar consideration, although initially full payment, does not take into consideration problems which would occur as the result of a premium change during the term of the contract. It contends that if this situation were to occur, it would be necessary to revise and reissue the District's contracts in order to reflect the current rate since the District has agreed to full payment but wishes to express the agreement in a dollar amount.

Discussion: The undersigned finds the Association's position in regard to mid-term bargaining an expression of concern generated by the on-going labor relationships between the Association and the District. While evidence submitted indicates the relationship between the parties has been inimical, it is difficult to find in the Association's favor solely on the basis of conjecture. Juxtaposed against the Association's data indicating several of the comparable districts have a maintenance of standards for health coverage is the fact that a majority of the same districts, while assuming the full cost of the insurance benefit, do so by expression of a dollar amount. Since there is nothing in the record to persuade the undersigned there is a need for expressing the insurance payment as "full payment" and since the comparables do not support the Association's position, the undersigned finds the Association's position relative to health insurance non-persuasive.

In addition to its position on health insurance, the Association seeks long term disability insurance as of January, 1982. The comparables indicate nine of the districts already provide long term disability insurance and several provide additional insurance benefits, as well. Thus, the undersigned finds the Association lags behind and is inclined to find the Association's position more preferable. However, the two issues, health insurance and disability insurance, are not separable. Thus, the undersigned finds that although the Association's position is meritorious relative to long term disability insurance, its position relative to health insurance seeks a stronger position than the comparables will support. The District's position on insurance is more reasonable.

Layoff:

The Position of the Parties: Both parties proposed a layoff clause where none has previously existed. There are

significant differences between the proposals, however.

The District asserts the differences in the proposals lie in the areas of layoff notice requirement, when layoffs may occur, the exceptions to the seniority clause and the length of time for recall. It argues its offer is particularly more preferable when the exceptions to seniority are considered. It states its offer allows it to exclude one employee in each certification from layoff and confines seniority to organizational units. Thus, contending it must retain the ability to assign teachers in accord with providing the best educational system, it declares system wide bumping, as proposed by the Association, is a serious infringement on its ability to do so.

The District notes its proposal imposes no restrictions on when layoff notices may be given or when layoffs may occur. Arguing the Wisconsin Employment Relations Commission ruled in West Bend Joint School District Number 1\* that tying timing and frequency of layoffs to a schedule imposes "unwarranted restriction on the employer's right to layoff personnel," the District asserts the Association's position is a permissive, not mandatory subject of bargaining. It continues that since it is willing to address the subject, its position is more reasonable since the need to layoff may occur at any time during the year for a variety of reasons and thus, it should not be tied to dates which do not take into account the uncertainties in administration.

Finally, the District argues the difference between the Association's position and the District's position relative to recall rights is not substantive. It states the Association seeks three years, while it intends a two year recall time even though the language in Paragraph D is inconsistent with its recall language in Paragraph E.

Citing numerous layoffs which have occurred in the past year, the Association argues there is the need for layoff language as it proposes. As to the substance of its proposal, the Association maintains it provides the District flexibility in laying off teachers but also protects the rights of the employees. Arguing the comparables support its position and the District has shown no problem in using 118.22 Wis. Stats. for layoff purposes in the past, the Association contends its preliminary notice and layoff time requirement do not affect the District any differently than in the past.

The Association continues its position relevant to seniority exceptions is more preferable than the District's since it allows the District to go outside the seniority provision for special reasons yet provides a sense of job security for the employees. It argues the District's offer, which provides for exemptions in each classification and/or certification, is unclear and allows the possibility of exempting one teacher in nearly every grade level or subject area. The result, concludes the Association, would be that virtually no teacher would have seniority rights under the District's proposal.

Finally, the Association notes the inconsistency in the District's offer between paragraph D and E relating to recall

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\*Decision 18512, May 15, 1981.

rights. The ambiguity of the language in the District's offer, despite its stated intention, should make the Association's offer more preferable.

Discussion: The principal differences between the offers lies in the areas of seniority exemptions and notice and frequency of layoffs. The undersigned agrees with the District that there is little substantive difference between two and three years for recall purposes. It is noted there is an inconsistency in the District's final offer, but it is not of such a serious nature given the bargaining history that the undersigned would not be willing to accept the language. However, the major differences between the offers deserve considerable attention.

The District proposes several exceptions to seniority in its offer. When layoffs are to occur, it proposes they shall be accomplished through normal attrition, volunteers and finally seniority based on the qualification of a teacher's area of certification and academic teaching. Further, the District reserves the right to exempt one employee in a given classification or certification level being reduced. The District further restricts the application of seniority to the organizational units of K-6, 7-8, and 9-12. In addition, it defines seniority as continuous employment on a full-time basis in the certified area where the teacher is presently teaching.

The Association's exemptions to seniority occur only when the District can demonstrate no qualified replacement can be found for a teacher with a dual teaching assignment or with a co-curricular assignment. Otherwise, district-wide seniority prevails if the teacher is qualified and certified. Qualified is defined as certified and having taught one course at least one semester within the past five years or becoming certified within the past five years. Seniority accrues on the basis of continuous employment with the District.

Both proposals present extremes relative to seniority. The District's exceptions, together with its definition of seniority, makes the District's proposal so broad the seniority provision of the clause becomes minimal, at best. The exemption by classification or certification creates the potential of exempting a significant number of teachers for consideration for layoff which reduces any influence seniority might have. Further, the definition for accumulating seniority creates a possibility where, by transfer, the District could assure no individual would accumulate much seniority within the district.

The Association's proposal allocates priority consideration to seniority. The Association's proposal removes the District's discretionary authority to consider evaluations, but does recognize the District's apprehension in retaining teachers who may be certified but have not taught in a special area for a number of years. The Association's definition of qualified, while not as broad as total employer discretion, does provide some assurance that the teacher who is able to exercise seniority rights has recently been exposed to the teaching area where the rights are exercised.

Since both parties have proposed layoff clauses, it is necessary to review the clause both as to the impact of the language itself and in relationship to the area comparables. A review of the language clauses in the area contracts

indicates all districts provide for layoff on some basis of certified, qualified and seniority.\* A few districts limit seniority application to certain organizational units, but the majority provide for district-wide seniority if the individual is certified and qualified. Only one district provides exemptions to seniority, in addition to the areas of certified and qualified, and that district provides the same exemption which the Association is proposing. Thus, on the basis of the area comparables, the Association's language is more similar in application than the District's. Further, the undersigned finds the Employer's restrictions so severe that it is unlikely seniority would ever be considered. This effect makes the seniority provision in the District's offer deficient.

The District also argues it needs maximum flexibility in determining when layoffs can occur. The District contends there are a number of uncertainties which occur during the school year that prevents the administration from having any knowledge as to whether or not layoffs should occur, but it provided no evidence supporting its position although it has lived under 118.22 Wis. Stats. requirements prior to this proposal. While the undersigned notes reduced enrollment; reduction in state aids, etc. can affect the planning of a district, it is none-the-less the expectation that any district has done some short and long range planning and has some idea as to its consideration of layoff in an upcoming school year. Further, it appears the comparable districts either use 118.22 Wis. Stats. for layoff purposes or provide for some other notice requirement similar to the Association's proposal. Thus, since the District is unable to prove a need for any other requirement than that which it has previously worked under and since the comparables indicate a time notice is not unworkable, the undersigned finds the District's argument not persuasive. Thus, considering the impact of the language proposal, together with the fact that the comparables show a majority of the districts abide by the same concepts, the undersigned concludes the Association's layoff proposal is more reasonable.

#### Salary Schedule:

The Position of the Parties: The District contends the Association's proposal is an effort to achieve through arbitration that which it was unable to gain at the bargaining table. Stating the arbitration law only intends that a District maintain status quo among the comparables, it argues it has maintained its salary rank over the years and any argument of "catch-up" advanced by the Association is meaningless. Further, the District declares the data presented by the Association relative to salary comparisons does not take into account the area's widespread practice of "freezing increments" in the past three years. It concludes that since it has not frozen increments over the years, the financial benefit to its teachers is better than the evidence shows.

The District continues that although traditionally it has had a lower salary schedule than many districts within the conference, its current offer is greater than most increases which were given to employees within the District. It continues it offers a percentage increase in base salary

\*Prairie Farm does not have a layoff clause but provides that no layoffs shall occur for the upcoming year.

higher than the July to July Consumer Price Index increase. Finally, it adds the base increase in salary of 11.348 percent exceeds the cost control limit for the District, but retains the same relative position in rank with regard to the three school districts which have settled in the area, thus, it must be concluded its offer is the more reasonable.

The Association contends the salary schedule is the single most important issue in dispute between the parties. It argues that when comparable rank and "catch up" are considered, its offer only gives Bruce teachers a wage increase which approximates the average area wages in the profession. It contends "catch up" is needed since it lost rank in 1979-1980 and in 1980-81. It declares the District is not claiming an inability to pay, thus, the situation demands "catch up" on this basis alone. It continues that although settlements in 1981-82 are few, the settlements show, first, the NUE offer is reasonable and, secondly, the "catch up" sought by the Association will not be enough since the area settlements are similar to its offer. It concludes it is likely the result will be only a slight increase in rank based on these early settlements, thus its offer is more reasonable.

Discussion: The District offers a salary increase of \$850 on the base and proposes maintaining the same step and lane increments as it has in the past. It also proposes adding an extra step in each lane. The Association seeks an increase of \$1,267 on the base and proposes increasing the lane increments from \$175 to \$196. It maintains the same 4% step increase as has existed in the past schedule. The parties differ in how they cost these proposals. The District contends its offer provides salary increases ranging from 9.78 percent to 12.74 percent while the Association's offer would result in increases ranging from 11.25 percent to 16.86 percent. The District, in its costing, has added the incremental cost difference as well as the step increase for each teacher. The Association costs its offer as an increase in each cell which amounts to a 12 percent increase. It indicates the District's offer, calculated in this manner, provides increases from 7.3 percent to 8.1 percent over all the steps in the schedule except the last step of each lane where an additional step has been proposed. Both offers maintain the same type of salary schedule as that which has existed in the past.

While cost is an important factor in evaluating the final offers as they relate to the ability of a district to pay increases and to the Consumer Price Index, the importance of these considerations is counterbalanced if there is a showing of need for "catch up". In the instant matter, the District maintained both offers exceed the state cost control limitations, however, there was no showing nor claim by the District that it would be unable to pay either offer. Thus, an inability to pay argument is not considered. It is noted that either offer would result in an overall increase in salary per teacher which may exceed the Consumer Price Index increase from July to July. This is considered in relationship to the Association's argument of "catch-up".

Comparing the salary increases in the Bruce School District with the other districts within the athletic conference, it is clear the District's salaries in the benchmark areas have been steadily decreasing since 1978 and there is a significant drop in rank in 1980-81. Since, at the time of hearing, only three of the comparable districts had settled their 1981-82 contracts, the undersigned finds the data insufficient to draw



conclusions about the District's position among the comparables for the 1981-82 year. It is noted, however, that among the three settled districts, none of which appear to be wage leaders in the area, two settlements reached are relatively similar to the Association's offer and one is similar to the District's offer, thus it is assumed the Bruce District offers may not change substantially its position within the ranks. Further, the District's offer, while costed close to the cited increase in the Consumer Price Index, appears to continue the lag created since 1978.

In analyzing the data provided by the parties relative to salaries in 1978-79, 1979-80 and 1980-81, the undersigned concludes the Association has presented a strong argument for "catch-up". As is indicated in the table below, the settlements reached by the parties in previous years have resulted in Bruce District teachers losing ranks among the comparables in almost all areas and significantly losing rank between 1980 and 1981.

SALARIES\*

	<u>1978-79</u>			<u>1979-80</u>			<u>1980-81</u>		
	More	Less	Rank	More	Less	Rank	More	Less	Rank
BA Minimum	7	5	6	7	6	5	12	1	13
BA+0 Max.	8	6	9	10	4	11	13	1	14
BA Maximum	7	6	8	7	6	8	13	1	14
MA Minimum	10	3	9	11	3	11	14	-	15
MA+0 Max.	7	7	8	10	4	11	12	2	13
Schedule Maximum	8	5	8	9	5	10	9	5	10

Not only has the benchmark rank of teachers deteriorated over the years, but the scattergram indicates a majority of the teachers within the District are in the BA+0 column where there was a significant drop in rank between 1980 and 1981. The District's offer shows no effort to correct the situation. It is noted the District offers an additional step increase in each lane and that approximately 15 teachers would benefit by the addition, however, this is not sufficient to overcome the deficiencies in the District's offer relative to salary increases affecting the majority of bargaining unit members. Thus, the relative loss in position by the teachers within the District as compared to those within the conference, together with the fact that the ranking has dropped during a period of time when inflation remains high, indicates the Association's argument of "catch up" is justified. In weighing

\*In all instances, the Bruce School District was compared with the 14 other districts in the athletic conference. When the total number of districts does not add to 14, the reason is that other districts paid the same salary as the Bruce School District.

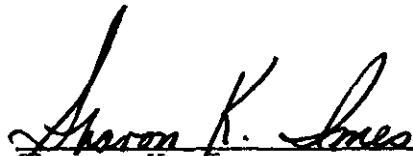
the data on the relative position of the teachers against the cost of living increase, the undersigned finds the actual wages more significant than the percentage increase. Thus, the undersigned concludes the Association's offer relative to salary increase the more reasonable.

In conclusion, the undersigned finds the District's offer is more reasonable relative to the health insurance proposal but that the Association's position is more reasonable in the layoff and salary area. The weight of the determinations on each issue favors the adoption of the Association's final offer in the three areas. Earlier, the undersigned concluded the outcome of the dispute would be determined by the issues discussed and thus finds the Association's offer should be adopted in its entirety. Thus, having reviewed the evidence and arguments and after applying the statutory criteria and having concluded the Association's offer is reasonable, the undersigned makes the following

AWARD

The final offer of the Association, together with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor collective bargaining agreement, are to be incorporated into the collective bargaining agreement as required by statute.

Dated this 2nd day of February, 1982, at La Crosse, Wisconsin.

  
\_\_\_\_\_  
Sharon K. Imes  
Mediator/Arbitrator

BRUCE SCHOOL DISTRICT  
 EMPLOYER FINAL OFFER #2  
 6/24/81

THE PRESENT CONTRACT LANGUAGE SHALL CONTINUE EXCEPT FOR THE FOLLOWING:

- 1) AGREEMENTS PREVIOUSLY MADE (STIPULATION)
- 2) ITEMS DECLARED PERMISSIVE BY DR
- 3) PROPOSED CHANGES SET FORTH BELOW.

PROPOSED CHANGES IN CONTRACT FOR 1981-82

- 1) ARTICLE XII DELETE LINES 125-129 AND REPLACE WITH:

"THE BOARD WILL REIMBURSE THE TEACHER FOR THE PHYSICAL EXAMINATION REQUIRED BY STATUTE, AT THE FOLLOWING RATES:

PHYSICAL EXAM WITH TB SKIN TEST	\$ 15.50
X RAY FOR TIB	10.00

- 2) BOARD WILL PAY FULL COST OF HEALTH INSURANCE, EXPRESSED IN THE CONTRACT AS THE DOLLAR AMOUNTS FOR SINGLE AND FAMILY PLANS, FOR THOSE EMPLOYEES WHO CARRY SUCH INSURANCE. THE BOARD SHALL HAVE THE RIGHT TO SELECT THE CARRIER.
- 3) MILEAGE REIMBURSEMENT RATE 23¢

~~4) INCREASE EXTRA DUTY PAY TO \$7.75~~

- 5) WHEN SCHOOL IS CLOSED BECAUSE OF INCLEMENT WEATHER, ALTERNATE DAYS, TO A MAXIMUM OF TWO SHALL NOT BE MADE UP. THE FIRST AND THIRD DAYS SHALL BE MADE UP WHILE THE SECOND AND FOURTH SHALL NOT BE MADE UP.

6) SALARIES SHALL BE PAID TWICE A MONTH  
OVER A PERIOD OF 12 MONTHS.

7) REVISE ARTICLE IV SECTION A TO READ:

"A. THE RIGHT TO CREATE, COMBINE  
OR ELIMINATE POSITIONS WHICH THEY  
DEEM NECESSARY."

8) ADD LAY OFF CLAUSE TO CONTRACT  
AS ATTACHED

9) SALARY TO BE ADJUSTED AS FOLLOWS

a) INCREASE BA BASE TO \$11,400.

b) RETAIN PREVIOUS SALARY STRUCTURE - LANES + INCREME.

c) ADD ONE STEP TO EACH LANE

  
Article ~~XXX~~ - Layoff


A. This procedure shall apply when the School Board exercises its discretion to reduce the teaching staff. The Board shall have the sole right to determine the teaching position or positions to be eliminated. After the Board has determined which position shall be eliminated, the following procedure shall be used.

*AP* **B. LAYOFFS MAY OCCUR AT ANY TIME-**

~~B. In the event the Board anticipates that layoff will be necessary for the next contract year, the teacher so affected will be notified by April 1 of the preceding year. However, the teacher shall be issued an individual teaching contract contingent upon the availability of work. The parties further agree that layoffs may be necessary at some time other than the April 1 date referenced above in which case, thirty (30) calendar days advance notice shall be given. In such event, this article shall be followed and shall supersede the individual teacher contract.~~

C. The selection of the teachers to be laid off shall be made according to the following guidelines:

1. Normal attrition resulting from teacher retiring or resigning will be relied upon to the extent possible.

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4. Seniority is defined as continuous employment in the School District of Bruce on a full-time basis within the area of certification in which the teacher is presently teaching. "Seniority" for the purpose of this article shall be applied District-wide within a given certification and shall be applied in inverse order of the earliest date on which the individual teacher ~~involved~~ <sup>WAS FIRST CONTRACTED.</sup> began

~~his/her first teaching assignment in the area of certification in which he/she is presently teaching. If two or more teachers have identical seniority, the Board shall determine, in its sole discretion, which of those teachers shall be laid off.~~

"Certification" will be determined by current certificates on file in the District Office. ~~The practice previously accepted by the DPI of allowing certification to mean "one year above and below" actual certification is no longer applicable. Provisional certification may be recognized in the Board's sole discretion.~~

5. In the elementary grades (K-6), the teacher's certification in the elementary grades, excluding cer-

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tification in special areas, shall be determinative. At the Junior High grades (7-8), the teacher's certification at this level, excluding certification in special areas, shall be determinative. In the secondary grades (9-12), the teacher must meet certification requirements in the subject area. If a teacher has dual certification, the certification in the area of his/her present teaching assignment shall be determinative, unless the teacher has been transferred from a teaching assignment in his/her other area of certification within the District during the last three (3) years. In a case of such transfers, the second area of certification may also be considered if it meets the other criteria of this article.

D. Loss of Seniority: There shall be no loss of seniority in the event of a layoff of one (1) year or less, but seniority and the employment relationship shall be broken and terminated if the teacher:

1. Resigns or quits.
2. Is discharged.
3. Fails to report to work within five (5) working

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[Signature]

2. Volunteers will be considered next. In the event the teacher does volunteer, they shall be accorded all rights under this article.

3. If Steps 1 and 2 are insufficient to accomplish the desired reduction in staff, teachers shall be laid off by the District Administrator. The District Administrator shall take into account <sup>IN THE ORDER LISTED,</sup> the following factors:

a. The teacher's area of certification and academic teaching.

~~b. The teacher's past and potential contribution to the education program of the District, including the ability and performance of the teacher.~~

b. The teacher seniority in the District.

C. The District Administrator may exercise a protective option for <sup>ONE</sup> ~~any two~~ employees within a given classification or certification level where a reduction is to take place. This protective option is defined to mean that those teachers specifically named are exempt from all seniority provision of this layoff clause.

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[Signature]



days after termination of a leave of absence.

4. Is retired.

5. Is on layoff for more than one (1) year.

~~B. Appeal of Layoff Decision: If a teacher who has been or will be laid off wishes to contest such action, the teacher must file a written grievance with the District Administrator within five (5) working days after receiving final written notice of layoff. The grievance will enter the grievance procedure at the District Administrator's level. The layoff decision shall stand unless, in making the layoff determination, the District Administrator or the Board acted in bad faith in utilizing and/or applying the procedures provided in this article.~~

E. Recall: Full time teachers laid off under the terms of this article will be given consideration for such vacancies that shall occur in the area of certification from which the lay-off occurs for a period of <sup>Two</sup> ~~one (1)~~ years following the layoff. Reinstatements shall be made without loss of benefits accrued from prior years of service in the District. Within ten (10) calendar days after a teacher receives a notice of re-employment,

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he/she must advise the District in writing that he/she accepts the position offered by such notice and will be able to commence employment on the date specified therein. Any notice shall be considered received when sent by certified mail, return receipt requested, to the last known address of the teacher in question as shown on the District's records. It shall be the responsibility of each teacher on layoff to keep the District advised of his/her current whereabouts. Any and all re-employment rights granted to a teacher on layoff shall terminate upon such teacher's failure to accept within said ten (10) calendar days any position for which he/she is certified, offered to him/her by the District.

~~G. Exception to the foregoing are permitted as required by the academic or extra-curricular needs of the students of the District, or by mandate of State Statutes (Example: Chap. 115) but the Board may not act in an arbitrary or capricious manner in making such exceptions.~~

F. ~~21~~. No teacher may be prevented from seeking and securing other employment during the period he or she is laid off under this article.

G. ~~22~~. It is recognized that a layoff is not a nonrenewal as

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referred to in Wis. Stats. 118.22, and the requirements  
of Sec. 118.22 are not applicable.

APPENDIX "B"

FINAL OFFER OF NUE FOR 1981-82 BRUCE CONTRACT

Unless indicated in Stipulations between the Parties or by the following offer, the 1979-81 Agreement, with the appropriate date changes, remains unchanged.

1. (New) Layoff: Delete second half of Article IV, Section A.  
("and if such action...with the NUE.")  
Add—attached new article on layoff.

2. Article VI, Health Insurance: Replace entire Article VI with:

The District shall pay the full cost of health insurance premiums for all employees (family premium for employees with dependents; single premium for employees without dependents). The coverage and benefits shall be substantially equal to or better than those in effect during the 1980-81 year.

The District shall pay, starting 1/1/82, the full cost of a 90-day LTD plan for all employees. The coverage shall be substantially equal to or better than the WEAIT 90-day all-option plan.

3. Article II, Recognition

Add: "...temporary replacements who work less than 30 consecutive days..." after "directors," in Line 11.

Add: "Replacements who become bargaining unit members by working more than 30 consecutive days shall not be covered by the layoff provisions of this Agreement during the school year in which they obtain bargaining unit status."

4. ~~Article X, Extra Duty: Replace Lines 105-106 with:~~  
~~"1981-82 School Year \$7.70 per hour."~~

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5. Article XI, Calendar: Replace "The school calendar will be issued prior to April 15." with "The first three days the school is closed due to inclement weather will not be made up."

6. Article XII, Working Conditions

Add: "Teachers may leave after buses on Fridays and days before breaks." to Line 119.

Replace Lines 123-124 with: "1981-82 School Year 24 cents per mile."

7. Article XVII, Class Load

Add: "Employees who work less than full time shall receive a prorated salary based on the time required on the job from their first assignment to their last in any one day. Employees who work less than full time shall receive a minimum preparation time proportionate to full-time employees."

8. Article XXIII, Salary Payments

Replace with: "Each teacher shall have the option of receiving regular twice-monthly salary payments on a 10 or 12 month-basis. A teacher must opt for the 10-month basis by the first day of school or be paid on a 12-month basis. A teacher on a 12-month basis may choose to receive all summer paychecks on the last day of school by notifying the Administrator by April 1."

9. Article XXVII, Grievance Procedure: Change "5" in Line 291 to "15".

10. ~~Article XXVIII, Co-Curricular Pay Schedule~~

~~Increase all 1980-81 rates by 10 percent for 1981-82.~~

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11. Article XXIX and Article XXX, Salary Schedule

Replace with 1981-82 Salary Schedule which shall be the 1980-81 schedule with each cell increased by 12 percent—see attached schedule.

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NUE PROPOSAL FOR 1981-82 SALARY SCHEDULE

STEP	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16
0	11,817	12,013	12,209	12,405	12,601	12,797	12,993
1	12,290	12,493	12,697	12,901	13,105	13,309	13,513
2	12,762	12,974	13,186	13,397	13,609	13,821	14,032
3	13,235	13,454	13,674	13,893	14,113	14,333	14,552
4	13,708	13,935	14,162	14,390	14,617	14,844	15,072
5	14,180	14,415	14,651	14,886	15,121	15,356	15,591
6	14,653	14,896	15,139	15,382	15,625	15,868	16,111
7	15,125	15,376	15,627	15,878	16,129	16,380	16,631
8	15,598	15,857	16,116	16,374	16,633	16,892	17,150
9	16,071	16,337	16,604	16,870	17,137	17,404	17,670
10	16,543	16,818	17,092	17,367	17,641	17,915	18,190
11			17,581	17,863	18,145	18,427	18,709
12					18,649	18,939	19,229

Teachers who reached the top of any lane in the 1980-81 school year and who do not receive an increment, shall receive a longevity payment of \$100.00. Teachers who have been at the top of any lane for the past two years or more, shall receive a longevity payment of \$300.00.

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 A.M.  
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LAYOFF CLAUSE

1. When the Board determines that it is necessary to lay off a teacher, in whole or in part, teachers shall be laid off in the inverse order of their initial employment according to the following procedure.
2. A teacher whose position is eliminated shall either be transferred to a vacant position for which he/she is qualified and certified, or replace the teacher with the lowest seniority anywhere within the School System in the area in which the teacher whose position is eliminated is qualified and certified. The teacher with the lowest seniority would then be laid off except:
  - a. If the Board can demonstrate that by the layoff of a teacher a vacancy in a dual teaching assignment (one which requires dual certification) will occur for which no qualified replacement can be found, the teacher with that dual teaching assignment and dual certification shall be exempt from layoff;
  - b. If the Board can demonstrate that by the layoff of a teacher a vacancy in a co-curricular assignment will occur for which no qualified replacement can be found the teacher with that co-curricular assignment shall be exempt from layoff.
3. Qualified in this Section means having taught at least one course for one semester within the past five years in the area of certification or obtaining certification within the past five years in the area. It shall be the sole responsibility of the individual teachers to keep their current certification on file in the office of the Superintendent of Schools.
4. For the purpose of this Article, seniority shall be computed from the date on which the teacher was first approved for employment by the Board of Education and it shall accrue only in the case of continuous employment. Approved leaves shall not be considered an interruption of continued employment for the purpose of this Article. A teacher on layoff status shall accrue no benefits while on such status, but if recalled while on layoff shall retain benefits accrued at the time of being laid off.
5. The District shall provide Northwest United Educators with a seniority-certification list in the subject field and/or grade levels referred to below no later than October 1st of each year.

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6. Recall shall be in the inverse order of layoff if the laid-off teacher is qualified and certified to fill the vacancy. Any laid-off teacher offered reinstatement must within 15 calendar days of such offer agree in writing to accept such reinstatement. Failure to either accept reinstatement or return to employment shall be deemed a waiver of any recall rights under this Article. Laid-off teachers must keep the Board informed of their current address in order to qualify for their recall rights under this Article. No appointments of more than 30 consecutive school days may be made while there are laid-off teachers available from the Bruce System who are qualified and certified to fill the vacancies. Any teacher who has been laid off for more than three school years shall lose their recall rights under this Section; layoffs shall begin only at the start of a school year.
  
7. It is recognized that a layoff is not a non-renewal as referred to in Wis. Stats. 118.22, but that the Board will provide preliminary notice of layoff by March 1, and final written notice by May 1. All layoffs shall be for the following school year.

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APPENDIX "C"



NORTHWEST UNITED EDUCATORS  
16 West John St. • Rice Lake, Wisconsin 54988  
Phone 715-234-7049



January 4, 1982

Ms. Sharon K. Imes  
Arbitrator  
3465 Ebner Coulee Road  
LaCrosse, WI 54601

RE: School District of Bruce  
Case XIV, No. 27890, MED/ARB-1131

Dear Ms. Imes,

After reviewing your letter of 12/29/81 to us on the above case, we have discussed the questions you raised.

We agree that there is a discrepancy but further we agree that for this case the Employer's final offer for a 1981-82 salary schedule is that reflected in Number 9 of the Bruce School District Employer Final Offer #2 (6/24/81) and set forth in salary schedule format in Union Exhibit No. 28. Both of us have used that schedule, which retains the 4 percent step increments and \$175 lane increments, for purposes of comparisons and argument, including the District's exhibits relating to costing.

With this understanding it should not be necessary for you to refer the offers to the Commission.

Enclosed please find the contract language you requested on health insurance and layoff for all the districts proposed as comparables.

Sincerely,

Alan D. Manson  
for NUE

  
Edward J. Coe  
for the Bruce School District

Enc.

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