

RECEIVED

JUN 7 1982

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of

SCHOOL DISTRICT OF TURTLE LAKE

to initiate mediation-arbitration between
said petitioner and

Decision No. 19298-A

NORTHWEST UNITED EDUCATORS - TURTLE LAKE

Appearances: Alan D. Manson, Uniserv Representative for the Association
Steven L. Weld, Attorney at Law, for the Employer

The school district of Turtle Lake, hereinafter referred to as the Employer, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein it alleged that an impasse existed between it and the Northwest United Educators - Turtle Lake, hereinafter referred to as the Association, in their collective bargaining and it requested the Commission to initiate mediation-arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act.

The Association is the exclusive collective bargaining representative of all regular full-time and regular part-time certified teaching personnel employed by the Employer, including classroom teachers, guidance counselors and librarians, but excluding substitutes, principals and district administrator, interns, practice teachers, teacher aides, office and clerical employees, custodians, cooks and bus drivers. The Employer and the Association have been parties to a collective bargaining agreement covering wages, hours and conditions of employment which expired on June 30, 1981. On March 11, 1981, the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement. They met on five occasions in efforts to reach an accord.

On June 17, 1981, the Employer filed a petition requesting the Commission to initiate mediation-arbitration. On September 10, 1981, a member of the Commission's staff who was conducting an informal investigation in the matter received a written objection from the Employer that certain proposals contained in the final offer of the Association related to non-mandatory subjects of bargaining. A written objection was served on the Association and on September 21, 1981, the Employer filed a petition with the Commission requesting a declaratory ruling with respect to a proposal contained in the Association's final offer. Prior to a hearing on the petition for the declaratory ruling, the parties resolved the issue and no decision was necessary. On December 1, 1981, the Commission's investigator conducted further investigation which reflected that the parties were deadlocked in their negotiations. By January 6, 1982, the parties submitted their final offers and the investigator notified them that the investigation was closed. The investigator advised the Commission that the parties remained at impasse, and on January 12, 1982, it issued an order requiring that mediation-arbitration be initiated. The Commission furnished the parties a panel of mediator-arbitrators and the Commission having been advised that the parties had selected Zel S. Rice II, issued an order on February 16, 1982 appointing the undersigned as the mediator-arbitrator.

A mediation session was conducted on March 4, 1982. After eleven hours of bargaining, the parties remained at impasse. The arbitration session commenced immediately and the parties were given an opportunity to present evidence on the issues created by their last offers. The hearing was completed during that evening. The parties requested an opportunity to file briefs and it was granted. The last brief was filed on May 3, 1982.

The final offer of the Association, attached hereto and marked Exhibit "A", included a provision that Article XIV be revised to provide that the Employer should pay the full cost of health insurance up to a maximum \$48.18 per month for the single plan and up to a maximum of \$146.67 per month for the family plan. It provided that the Employer could change the insurance carrier provided that there was a mutual consent of the parties or the Employer guaranteed benefits and service equal to or superior to the 1980-81 benefits and services. The Association's offer provided that Article IV be change to provide that the first two snow days would not have to be made up. The Association's final offer amended Article VII to provide that if a layoff occurred during the terms of the collective bargaining agreement, the Employer agreed to reopen negotiations to bargain the impact on the employee's remaining after the layoff. It also provided that if a teacher is notified of a layoff prior to June 1st that was to occur during the subsequent contract year, there would be no severance payment nor insurance benefits paid to the teacher being laid off. It provided that if a teacher who received an individual contract by June 1st for employment in the subsequent school year received a notice of layoff and if the notice occurred on or after June 1st but before July 15th, the teacher receiving the notice should receive severance pay in the amount of ten percent of his or her unpaid individual contract salary. If the notice occurred after July 15th but before August 15th, the teacher receiving the notice would receive severance pay in the amount of twenty percent of his or her unpaid individual contract salary. If the notice occurred on or after August 15th, the teacher receiving the notice would receive severance pay in the amount of thirty percent of his or her individual contract salary. It provided that an employee notified of layoff and laid off after June 1st should continue to receive health insurance benefits for the duration of the contract year during which he or she was laid off or until the employee on layoff received insurance benefits from another Employer. The proposal provided that should an employee be recalled during the school year in which he or she was given a layoff, the severance pay received would be considered as a salary advance and the monthly wages for the employee recalled would be proportionately adjusted to reflect the advance. Article XXV of the Association's proposal provided for BA base of \$12,225.00 and a MA base of \$13,325.00. The BA increment would be \$489.00 and the MA increment would be \$533.00. The per credit payment for a BA employee would be \$35.00 a credit. Article XXVI provided that the visual aids coordinator who was required to have library certification would become a visual aid director. The co-curricular schedule was changed from a provision paying the cheerleader coach coach \$762.00 per year to provide that the coach for the cheerleaders for high school football and volleyball would get \$195.00. The basketball cheerleader coach would get \$485.00, the wrestling cheerleader coach would get \$290.00, the coach for the cheerleaders for junior high football and volleyball would get \$95.00, the junior high basketball cheerleader coach would get \$95.00 and the junior high wrestling cheerleader coach would get \$95.00. The proposal included a provision that teachers with co-curricular assignment who are required to work specific hours in 1981-82 who were not required to work specific hours in 1980-81 should receive additional compensation of \$4.25 per hour for each specific hour assigned. The proposal increased all the rates except the cheerleaders coach by nine percent rounded off to the nearest dollar. Article XXVII was changed to provide that all rates from Volleyball-Tickets & Supervision to Bus Chaperone would be increased by nine percent rounded off to the nearest fifty cents.

The Employer's final offer, attached hereto and marked Exhibit "B", provided that the BA base would be increased to \$12,200.00 and the increment would be \$488.00 and BA employees would receive \$34.00 per credit. The MA base would be increased to \$13,300.00 and the increment would be \$532.00. The Employer amended Article XXVI, the co-curricular schedule, to provide a complete new

schedule of salaries. The head football coach would get \$1,455.00. His assistant would receive \$970.00. The head girl's basketball coach would get \$1,360.00. The assistant girl's basketball coach would get \$920.00. The head boy's basketball coach would get \$1,455.00. The assistant boy's basketball coach would get \$970.00. The junior high boy's basketball coach would get \$620.00. The junior high girl's basketball coach would get \$620.00. The coach of the Saturday program would be required to work ten Saturdays and would receive \$350.00. The head wrestling coach would receive \$1,405.00. The assistant wrestling coach would receive \$920.00. The junior high wrestling coach would receive \$435.00. The head baseball coach would get \$875.00. The head track coach would get \$875.00. There would be no pay for the assistant track coach. The head volleyball coach would get \$1,050.00. The assistant volleyball coach would get \$751.00. The junior high volleyball coach would get \$385.00. The annual advisor would get \$566.00. The class play director would get \$598.00. The assistant class play director would get \$340.00. The forensics coach would get \$642.00. The ski club advisor would get \$30.00. The student council advisor for the senior high would get \$299.00 and the student council advisor for the junior high would get \$152.00. Class advisors for freshman would get \$299.00. The sophomore class advisor would get \$299.00. The junior class advisor would get \$560.00. The senior class advisor would get \$340.00. The high school cheerleader coaches for football and volleyball would get \$195.00. The basketball cheerleader coach would get \$485.00. The wrestling cheerleader coach would get \$290.00. The junior high cheerleader coach for football and volleyball would receive \$95.00. The junior high basketball cheerleader coach would receive \$95.00 and the wrestling cheerleader coach would receive \$95.00. The FHA advisor would get \$413.00 and the FFA advisor would get \$555.00. The Pom-Pom coach would get \$490.00. The instrumental music director would get \$990.00. The vocal music director would get \$359.00 and the visual aid director would get \$299.00. The Employer's proposal amends Article VI to provide that any teacher resigning after July 1st from an individual teaching contract would be subject to liquidated damages of one and one-half percent of his or her salary. It requires that the resignation must be accepted by the Employer and would be effective two weeks after its receipt. The Article also provides that if the Employer found it necessary to lay off a teacher after July 1st, he or she would be paid one and one-half percent of his or her salary and the layoff would be effective two weeks after receipt of notice of the layoff. The Employer proposes that Article XVIII should be amended to provide that a teacher with five years or more teaching experience would be granted one-year leave of absence for professional study toward an advanced degree provided the teacher notified the Board by April 15th of each year. A teacher with less than five years of teaching experience for the Employer could be granted a one-year leave of absence at the discretion of the Employer. The Employer proposed that Article VII be amended to provide that if the Employer can demonstrate that by the layoff of a teacher, a vacancy occurs in a dual teaching assignment for which no replacement can be found within two weeks of receipt of the notice of layoff, the teacher with the dual teaching assignment and dual certification would be exempt from layoff. It also proposed that if the Employer could demonstrate that by the layoff of a teacher a vacancy in a co-curricular assignment would occur for which no qualified replacement could be found within two weeks of the date of the layoff, the teacher with that co-curricular assignment would be exempt from layoff. Article XXVII would be amended to provide that the extra-duty pay for volleyball, basketball, concert, plays and tickets and supervision would be paid \$10.00 while the football tickets and supervision extra-duty pay would be \$11.00. The Employer's final offer proposed that Article XIV be amended to provide that the Employer should pay the cost of health insurance premiums up to a maximum of \$41.08 per month for a single plan and up to \$100.29 per month for a family plan. Any teacher working less than full-time would be eligible for prorated premiums at the same rate as their teaching contract. Teachers on the 1981-82 staff receiving insurance coverage would continue to have the cost of their premiums paid up to a

maximum of \$41.08 per month for single coverage and up to \$100.29 per month for a family plan but at no time should the prorated premiums be less than their rate of teaching contract. Teachers working less than full-time as a result of partial layoff would not have their premium payments prorated.

The Employer and the Association have been involved in two previous arbitrations. The comparable group relied upon by the Employer in those arbitrations was the Lakeland Athletic Conference which consists of fifteen schools. Twelve of the schools are located in CESA No. 4, two are located in CESA No. 6, and one is located in CESA No. 1. The enrollment in the schools in the Lakeland Conference ranges from a low of 241 at Birchwood to a high of 844 at Bruce. The Employer ranks fifth in enrollment in the conference with 632 students. The school cost per pupil in the Lakeland Conference ranges from a low of \$1,924.97 at Bruce to a high of \$3,567.19 at Birchwood. The Employer's school cost per pupil is \$2,431.58 which ranks ninth in the conference. The state aid for schools in the conference ranges from a low of zero at Birchwood to a high of \$1,376.50 at Flambeau. The Employer's state aid per pupil is \$771.71 and it ranks second from the bottom in the amount of aide it receives. The equalized valuation per pupil in the Lakeland Conference ranges from a low of \$78,399.00 at Flambeau to a high of \$210,038.00 at Birchwood. The Employer's equalized valuation per pupil is \$126,291.00 which is third high in the conference. The levy rate per thousand dollars in the Lakeland Conference ranges from a low of \$10.25 at Bruce to a high of \$18.60 at New Auburn. The Employer's levy rate per thousand is \$13.14, which is the tenth highest in the conference. The Employer, Flambeau and Cameron are the only schools in the conference that have only one bachelors degree lane and one masters degree lane. During 1981-82, Cameron is paying teachers with a bachelors degree \$30.00 for each extra credit to a maximum of thirty credits. It pays teachers with a masters degree \$30.00 per credit up to a maximum of ten credits. Flambeau pays teachers with a bachelors degree \$35.00 per credit up to a maximum of thirty credits and teachers with a masters degree \$35.00 per credit with no maximum. The Employer has paid teachers with a bachelors degree \$32.00 per credit up to a maximum of thirty credits, and teachers with a masters degree receive \$35.00 per credit up to a maximum of thirty credits. The Employer and the Association have agreed on a rate of \$38.00 per credit up to a maximum of thirty credits for a masters degree for the 1981-82 school year but the Employer has only offered \$34.00 per credit for a teacher with a bachelors degree while the Association is asking for \$35.00 per credit. The BA minimum in the Lakeland Conference for those schools that have reached agreement for 1981-82 range from a low of \$11,275.00 at Weyerhauser to a high of \$12,024.00 at Birchwood. Both the Employer's final offer of \$12,200.00 and the Association's final offer of \$12,225.00 would make the Employer's BA minimum the highest in the conference. It was the highest in the conference for the 1980-81 school year. The BA maximum for teachers with no additional credits in the Lakeland Conference schools that have reached agreement ranges from the low of \$16,015.00 at Weyerhauser to the high of \$18,047.00 at Cameron. The Employer's proposal of \$18,544.00 and the Association's proposal of \$18,582.00 would make the Employer's BA maximum for teachers with no additional credits the highest in the conference as it was during the 1980-81 school year. The BA maximum with extra credits in the Lakeland Conference schools that have reached agreement ranges from a low of \$16,690.00 at Weyerhauser to the high of \$19,344.00 at Shell Lake. Either the Employer's proposal of \$19,564.00 or the Association's proposal of \$19,632.00 would make the Employer's BA maximum earnings the highest in the Lakeland Conference, as it was during the 1980-81 school year. The MA minimum in the Lakeland Conference schools that have reached agreement ranges from the low of \$12,175.00 at Weyerhauser to the high of \$13,147.00 at Siren. The Employer's proposal of \$13,300.00 or the Association's proposal of \$13,325.00 would make the Employer's MA minimum the highest in the conference of those schools that have reached agreement. During the 1980-81 school year the Employer had the second highest MA minimum in the conference. Only Holcombe was higher, but it has not reached agreement for the

1981-82 school year. The final offers at Holcombe of both the district and the teachers will make Holcombe the highest in the Lakeland Conference for the 1981-82 school year and the Employer should have the second highest MA minimum again. The MA maximum with no credits in the Lakeland Conference schools that have reached agreement ranges from a low of \$16,915.00 at Weyerhauser to a high of \$20,383.00 at Flambeau. The Employer's proposal of \$20,216.00 and the Association's proposal of \$20,254.00 would make it third high in the conference. During the 1980-81 school year, the Employer had the highest maximum salary for a teacher with a MA degree and no additional credits. The highest salary paid to a teacher in the Lakeland Conference ranged from a low of \$16,915.00 at Weyerhauser to a high of \$21,433.00 at Flambeau. Either the Employer's proposal of \$21,356.00 or the Association's proposal of \$21,394.00 would make its schedule maximum the second highest in the conference. During the 1980-81 school year the Employer paid the highest schedule maximum in the conference. As part of the 1980-81 school year negotiations, the Employer and the Association agreed that a six person committee composed of three appointees of each party would meet to review the extra-curricular compensation. The parties did form a committee and worked on a point system for determining the co-curricular salary schedule. The Employer's representatives on the committee came up with one set of points for evaluating the salaries for each position while the Association had a different set of points. They never did reach agreement. However, the differences in their positions were not substantial. The Employer's final offer utilizes its point system and assigns a value of \$97.00 per point. The Employer's proposal guarantees that every employee occupying a position on the co-curricular schedule would receive a salary at least as high as he or she received the preceding year. The Association's final offer is not based on the point system that its member of the Committee recommended. The extra-curricular pay for timekeepers and scorekeepers in the Lakeland Conference ranges from a low of \$9.77 at Cameron to \$16.00 at Flambeau. The Employer's proposal would pay a minimum of \$10.00 and a high of \$23.00 while the Association's proposal would pay a minimum of \$11.00 and a high of \$25.00. The extra-curricular duty pay for ticket sellers and takers in the Lakeland Conference ranges from a low of \$3.85 an hour at New Auburn with a maximum of \$11.00 for an event to a high of \$12.65 per event at Prairie Farm with a maximum of \$24.00. The Employer's proposal is for a minimum of \$10.00 and a maximum of \$11.00 while the Association's proposal is a minimum of \$9.00 and a maximum of \$11.00. The extra-curricular pay for football coaches in the Lakeland Conference ranges from a low of \$950.00 at Shell Lake to a high of \$1,283.00 at Cameron. The average head coach receives \$1,158.00. The Employer has proposed a football coach's salary of \$1,455.00 and the Association has proposed a salary of \$1,382.00. Lakeland Conference schools pay assistant football coaches salaries ranging from a low of \$605.00 at Weyerhauser to a high of \$1,007.00 at Siren. The Employer has proposed a \$970.00 per year salary while the Association proposes \$925.00. The average salary for an assistant coach in the Lakeland Conference is \$746.00. The basketball coaches in the Lakeland Conference receive salaries ranging from a low of \$880.00 at New Auburn to a high of \$1,411.00 at Bruce. The average for the conference is \$1,148.00. The Employer proposes that the basketball coach receive \$1,455.00 while the Association proposes a salary of \$1,382.00. The assistant coaches in the Lakeland Conference receive salaries ranging from a low of \$532.00 at Winter to a high of \$1,007.00 at Siren. The average salary in the Lakeland Conference for an assistant basketball coach is \$731.00. The Employer proposes a salary of \$970.00 while the Association proposes a salary of \$925.00. The extra-curricular pay for the girl's basketball coach in the Lakeland Conference ranges from a low of \$932.00 at Winter to a high of \$1,348.00 at Bruce. The conference average is \$1,112.00. The Employer proposes to pay the girl's basketball coach \$1,360.00 while the Association proposes \$1,293.00. The salaries for girl's basketball assistant coaches in the Lakeland Conference range from a low of \$599.00 at Clear Lake to a high of \$931.00 at Bruce. The conference average is \$709.00. The Employer proposes to pay \$920.00 to the assistant girl's basketball coach while the

Association's proposal is \$860.00. The extra-curricular pay for wrestling coaches in the Lakeland Conference ranges from a low of \$660.00 at New Auburn to a high of \$1,411.00 at Bruce. The conference average is \$1,180.00. The Employer proposes to pay the wrestling coach \$1,405.00 while the Association's proposal is \$1,382.00. The extra-curricular pay for a baseball coach in the Lakeland Conference ranges from a low of \$399.00 at Winter to a high of \$1,112.00 at Northwood. The conference average is \$728.00. The Employer proposes to pay its baseball coach \$875.00 while the Association proposes \$925.00. The extra-curricular pay for the boy's track coach ranges from a low of \$399.00 at Winter to a high of \$941.00 at Siren. The average for the conference is \$661.00. The Employer proposes to pay its boy's track coach \$875.00 while the Association proposes \$925.00. The extra-curricular pay for a volleyball coach in the Lakeland Conference ranges from a low of \$399.00 at Winter to a high of \$1,227.00 at Cameron with a conference average of \$899.00. The Employer proposes to pay the volleyball coach \$1,050.00 while the Association's proposal is \$1,145.00. The assistant volleyball coach salaries in the Lakeland Conference range from a low of \$425.00 at Weyerhauser to a high of \$806.00 at Siren. The conference average for an assistant volleyball coach is \$627.00. The Employer proposes to pay an assistant volleyball coach \$751.00 while the Association's proposal is \$819.00. The extra-curricular pay for a forensics coach in the Lakeland Conference ranges from a low of \$166.00 a year at Winter to a high of \$514.00 at Bruce. Holcombe has not yet reached agreement but the employer proposal is \$550.00 while the association's proposal is \$555.00. The conference average is \$331.00. The Employer proposes to pay a forensics coach \$642.00 while the Association proposes that the speech coach receive \$300.00 and the drama coach receive \$452.00. The extra-curricular pay for drama coaches in the Lakeland Conference range from a low of \$218.00 at Birchwood to a high of \$599.00 at Siren. The conference average is \$368.00. The Employer proposes to pay the drama coach \$598.00 while the Association's proposal is for \$652.00. The extra-curricular pay for the annual advisor in the Lakeland Conference ranges from a low of \$167.00 at Winter to a high of \$1,000.00 at Shell Lake. The conference average is \$443.00. The Employer proposes to pay the annual advisor \$566.00 while the Association proposes \$617.00. Only a few schools in the Lakeland Conference have class advisors and the salaries range from a low of \$7.00 per hour at Shell Lake to a high of \$214.00 per year at Northwood. The Employer proposes to pay the ninth and tenth grade advisors \$299.00 a year and the eleventh and twelfth grade advisors would receive \$560.00 per year. The Association proposes that the ninth and tenth grade advisors would received \$326.00 per year and the eleventh and twelfth grade advisors would receive \$610.00 per year. Only three other schools in the Lakeland Conference have student council advisors and their salaries range from \$108.00 at Siren to \$184.00 at Cameron. The Employer proposes to pay the junior student council advisor \$152.00 and the senior student council advisor \$299.00. The Association's proposal is \$166.00 for the junior student council advisor and \$326.00 for the senior student council advisor. The extra-curricular pay for band directors in the Lakeland Conference range from a low of \$306.00 at Cameron to a high of \$1,000.00 at Shell Lake. The conference average is \$642.00. The Employer proposes to pay the band director \$990.00 while the Association proposes a salary of \$1,079.00. The Employer proposes a new job description for the audio-visual coordinator. The employee would be required to work from 4:00 p.m. to 5:00 p.m. one day per week outside of the school day. The duties would be to keep an inventory of audio-visual equipment and keep it in a good state of repair, to make recommendations regarding new equipment or software, to keep an accurate inventory of all software, and to maintain all software. Specific responsibilities would be to maintain an accurate system of checking in and out audio-visual equipment and to provide staff with training to operate the equipment. The position would be required to perform maintenance on the audio-visual equipment and to develop a schedule for servicing and repair of equipment. The position would be required to provide audio-visual equipment for special assemblies and other audio-visual related duties assigned by the building principal.

During the 1980-81 school year, all of the Lakeland Conference schools provided health insurance programs for their employees. Almost all of them paid the full premium for both single and family coverage. The Employer provided its teachers with Wisconsin Physicians Service HMP coverage with a dollar limitation on the premium for a single person of \$33.14 per month and \$98.64 per month for a family policy. The full cost of the premium fell within the dollar limitation and the Employer paid the entire premium. For the 1981-82 school year, all of the Lakeland Conference schools provide single and family coverage for their employees. Ten of the schools have dollar limitations on the amount of premium they will pay but it covers the entire premium. Four of the schools pay 100 percent of the premiums and Northwood pays 93 percent of the family premium and 100 percent of the single premium. The amounts of the single premium paid by the employers in the Lakeland Conference range from a low of \$32.46 at Clear Lake to a high of \$42.40 at Holcombe. The family premiums paid by the school districts range from a low of \$83.34 at Shell Lake which is 100 percent of the premium to a high of \$113.29 at Northwood which is 93 percent of the premium. The Association proposes that the Employer continue to provide it with the Wisconsin Physicians Service HMP policy which has a single premium cost of \$48.18 per month and a family premium of \$146.67 per month. The Association's proposal would require the Employer to pay all of the premium on that policy although it would accept a dollar limitation of \$48.18 per month on a single premium and \$146.67 per month on the family premium. The Employer proposes to switch to Blue Cross-Blue Shield coverage which has a single premium cost of \$41.08 per month and a family premium cost of \$100.29 per month. The Employer would agree to include limitations on the premium of \$41.08 per month for a single policy and \$100.29 per month for a family policy and continue the Wisconsin Physicians Service HMP policy. Three schools in the Lakeland Conference have switched from Wisconsin Physicians Service HMP policy to the Blue Cross-Blue Shield policy for the 1981-82 school year. There has been an increase in the amount of the health insurance premium paid by twelve of the fourteen school districts in the Lakeland Conference. The average increase of the single premium in the Lakeland Conference has been 20.94 percent and the average premium is now \$38.25 per month. The average increase in the family premium has been 18.49 percent and the average family premium for the Lakeland Conference is \$99.98 per month. The Association's proposal to continue the Wisconsin Physicians Service HMP policy would result in a 40.9 percent increase in the single premium to \$45.67 per month. The family premium of the Wisconsin Physicians Service HMP policy would increase 43.7 percent and the cost to the Employer would be \$146.67 per month. The Wisconsin Physicians Service HMP policy increase for the Employer was more than thirty percent greater than the increase in the premium for any other school district in the Lakeland Conference. It is for this reason that the Employer proposes to switch to the Blue Cross-Blue Shield policy which would still have a higher cost than the average premium cost for the other schools in the conference. The primary thrust of the Employer's proposal is to limit its health insurance contribution to a \$41.08 premium per month for a single person and a \$100.29 premium per month for a family policy. It would also propose to switch to the Blue Cross-Blue Shield policy. The entire premium for the Blue Cross-Blue Shield policy would fall within the dollar limitations on the single and family premiums.

The Employer paid its teachers with bachelors degrees \$476,618.00 in 1980-81 and the masters degree teachers received \$150,861.00. That totaled \$627,479.00 for the 41.16 full-time equivalent teachers employed by the Employer. In addition, the teachers with the bachelors degrees received \$32.00 per credit for 378 additional credits for a total cost of \$12,096.00. Teachers with masters degrees received \$35.00 per credit for 92 additional credits for a total cost of \$3,220.00. The total 1980-81 wages paid by the Employer to its teachers was \$642,795.00. Its other costs for 1981 were \$2,795.00 for extended contracts, \$4,682.00 for summer pay, \$23,686.00 for extra-curricular pay, \$36,025.00 for

health insurance, \$43,066.00 for social security payments and \$78,179.00 for retirement. The Employer's total cost during the 1980-81 school year for those items was \$831,228.00. The salary costs of the Employer's final offer totals \$710,633.00, which is \$67,838.00 higher than the previous year and is a 10.55 percent increase. The Employer's final offer includes other increases including \$295.00 for extended contracts, \$494.00 for summer pay, \$2,099.00 for extra-curricular pay, \$1,819.00 for health insurance, \$741.00 for long-term disability, \$6,642.00 for Social Security, and \$7,460.00 for retirement. The amount of the increases over the 1980-81 salary and other benefits is \$87,388.00. That is 10.51 percent higher than the preceding year and results in a total cost of \$918,616.00. The Association's final offer has salary costs of \$712,405.00. That is an increase of \$69,610.00 or 10.83 percent over the preceding year. The increase in salaries and other benefits resulting from the Association's final offer is \$103,105.00 or 12.4 percent and results in a total cost of \$934,333.00.

Five of the Lakeland Conference schools require teachers to pay monetary damages to the district if they terminate the individual contract. None of the collective bargaining agreements require the school districts to pay monetary damages or provide insurance benefits to a terminated teacher.

Over the last five years, the Employer has granted eight teachers leaves of absence. Four of the employees who were granted leaves never returned and the other four who were granted leaves are still on leave. In the last five years, five employees have applied for and have received sabbatical leaves and none ever returned to the district. Ten of the schools in the Lakeland Conference have no provision for sabbatical leaves and four provide that teachers may apply or may be granted sabbatical leaves. Only one, Prairie Farm, requires five years of experience before a teacher may be granted a sabbatical leave.

During 1981, the personal consumption expenditures index declined from a 9.02 percent increase to an 8.3 percent increase. From January of 1980 to January of 1982, the annual increase in the consumer price index declined from a rate of 14 percent to 8.2 percent. From January of 1981 to December of that same year, the annual increase in the consumer price index decreased from a rate of 10.5 percent to a rate of 8.5 percent. That is the lowest increase in the consumer price index since 1977.

Lakeland Conference school administrators received salaries for the 1981-82 fiscal year ranging from a low of \$27,000.00 at Birchwood to a high of \$34,500.00 at Flambeau. The Employer is paying its administrator \$33,900.00, which is second high in the conference. High school principals in the conference received salaries ranging from \$21,200.00 to \$28,000.00. The Employer is paying its high school principal \$25,000.00, which is seventh highest in the conference. Elementary principals in the conference receive salaries during fiscal 1981-82 ranging from \$22,150.00 to \$26,197.00. The Employer is paying its elementary principal \$25,000.00 which is third highest in the conference. Bookkeepers in the conference receive salaries ranging from \$5.97 per hour to \$8.70 per hour. The Employer pays its bookkeeper \$8.25 per hour which is fifth highest in the conference. The top secretaries in the conference receive salaries ranging from \$4.20 per hour at Prairie Farm to the high of \$8.16 paid by the Employer. Teacher aides in the Lakeland Conference receive salaries ranging from a low of \$3.55 at Prairie Farm to a high of \$8.04 at Minong. The Employer pays its teacher aides \$5.72 per hour which is fifth high in the conference. Head custodians in the conference receive salaries ranging from a low of \$6.25 at Prairie Farm to a high of \$8.67 at Minong. The Employer pays its head custodian \$8.34 per hour which is third highest in the conference. The assistant custodians in the conference receive salaries ranging from a low of \$5.18 at Winter to the high of \$7.78 per hour paid by the Employer. The head cooks in the conference receive salaries ranging from \$4.64 per hour paid by Weyerhaeuser to the high of \$6.99 paid by Siren. The Employer pays \$6.56 per

hour to its head cook which is fourth highest in the conference. The assistant cooks in the conference receive salaries from the low of \$4.18 per hour at Winter to the high of \$6.28 per hour at Cameron. The Employer pays its assistant cook \$5.95 per hour which is second high in the conference. The Employer gave its custodial employees increases in wages and other benefits of 10.4 percent. Teacher aides received increases of 11.7 percent. The increase for cooks was 10.9 percent in wages and other benefits totaling 8.5 percent. The Employer's administrators received increases in wages and other benefits for 1981-82 of 12.45 percent.

The Association uses a comparable group of the twenty-eight schools in the seven county area that includes the Lakeland Conference. Thirteen of those schools are not in the Lakeland Conference but are included as part of the comparable group. Those twenty-eight schools have health insurance programs with premiums for the single plan ranging from a low of \$29.00 per month at Clayton to a high of \$47.00 per month at Hayward. The family premiums in those schools ranged from a low of \$84.66 at St. Croix Falls to a high of \$110.22 at New Auburn. Eighteen of those twenty-eight schools provide dental insurance and six provide vision insurance. Seven of the Lakeland Conference schools provide dental insurance and Cameron provides vision insurance. Twenty-two of the schools in the Association's comparable group have agreed not to reduce the amount of coverage provided to employees if they change the insurance carriers. Only nine of the schools in that comparable group prorate the insurance premium of part-time employees.

Twelve of the twenty-eight schools in the Association's comparable group require notices of layoff during the 1981-82 school year. Those layoffs had minimum notices ranging from thirty days prior to the end of a semester for a layoff at the start of the next semester to as early as March 1st of the preceding school year. The Association requested that notices of layoff be included as part of the collective bargaining agreement. However, the Employer filed a petition with the Wisconsin Employment Relations Commission requesting a declaratory ruling that layoff time lines were permissive subjects of bargaining. The Association withdrew its request for layoff time lines from negotiations and the petition of the Employer was dismissed.

Twenty-two of thirty-one school districts in the Lakeland Conference, the Heart of the North Conference, or Upper St. Croix Conference had increases for the BA minimums for the 1981-82 school year that averages 10.3 percent. Those same schools had increases for the BA maximum that averaged 10.6 percent. The BA minimums in those schools range from a low of \$11,700.00 at Somerset to a high of \$12,844.00 at Unity. The BA maximums range from a low of \$16,543.00 at Bruce to a high of \$19,895.00 at Maple. The MA minimums range from a low of \$12,601.00 at Bruce to a high of \$13,742.00 at St. Croix Falls. The MA maximum ranged from a low of \$18,540.00 at Minong to a high of \$22,508.00 at Maple. The schedule maximums in those twenty-two schools range from a low of \$18,780.00 at Minong to a high of \$23,228.00 at Maple.

DISCUSSION:

An element of every decision in a mediation-arbitration proceedings under the Wisconsin Statutes is a comparison of wages, hours and conditions of employment with comparable employees in comparable communities. Quite frequently the parties are unable to agree on the comparable employer-employee relationships that the arbitrator should consider in making a decision. The Employer and the Association have been involved in two previous mediation-arbitration proceedings. In the first one the arbitrator considered employer-employee relationships outside the athletic conference to which the Employer belongs. In the second mediation-arbitration proceedings this very same arbitrator used the employer-employee relationships in the athletic conference

to which the Employer belongs as the comparability base. The fact that school districts are all in the same athletic conference is not sufficient in and of itself to justify utilization of it as a comparability base. However, most athletic conferences are established on the basis of geographic location and the size of the school districts. Those are factors that an arbitrator should consider. Geographic proximity, average daily pupil attendance, the number of teachers, the tax base and state aids are all factors that should be considered by an arbitrator in establishing a comparability base. Applying those criteria to the Lakeland Conference schools reveals that they are quite comparable. The Employer is fifth of the fifteen schools in the conference in terms of the number of students. Its state aid ranks thirteenth among the schools in the conference while its cost per pupil ranks ninth out of the fifteen schools in the conference. The Association would include the school districts in the Upper St. Croix Valley Conference and the Heart of the North Conference in the comparables. The inclusion of the schools from those conferences would increase the number of comparables and most of them would be from the same geographic area. There are some schools in the larger groups that are substantially larger and do not fit well with the other comparables. The Lakeland athletic conference provides the best comparability group and will be relied upon in these proceedings, although from time to time references may be made to the larger comparability group advocated by the Association where appropriate.

The Employer's final offer includes a salary proposal that is only \$25.00 lower than that of the Association at the base rate and \$38.00 lower at the maximum. The Employer's salary proposal is the highest in the conference and \$358.00 above the conference average. At the BA maximum with no additional credits the Employer's salary offer is the highest in the conference and \$1,350.00 over the average. The Employer pays the highest salary in the conference to teachers with Bachelors Degrees and additional credits. Its maximum salary is \$1,175.00 above the conference average. The Employer's proposal includes a minimum salary for a teacher with a Masters Degree that is highest among the school districts in the conference that have reached agreement and \$558.00 more than the conference average. Its maximum for a teacher with a Masters Degree and no additional credits is third highest in the conference and \$1,148.00 above the conference average. It is only \$38.00 per year less than the Union final offer at that position. The Employer pays the second highest maximum salary in the conference and that is \$1,727.00 above the average. The Employer's final offer results in a 10.51 percent overall increase in salaries while the Association's proposal would result in a 10.83 percent increase. The total difference in the cost for a year is only about \$1,800.00. Either the Employer's proposal or that of the Association maintains the salaries of the Employer's teachers at a level very near the top of the Lakeland Conference. The differential is so small that it has no impact. The Employer has offered \$34.00 per extra credit for a teacher with a Bachelors Degree while the Association is asking \$35.00 per credit. The difference in cost of the two proposals is \$378.00. That amount is not sufficient to have impact on the award one way or another. The Employer's proposal is adequate and the Association's proposal is not excessive. Either one is acceptable. The Employer's final offer provides that the annual increments for teachers with Bachelors Degrees be \$488.00 while the Association's proposal is \$489.00. The Employer proposes that the annual increment for teachers with Masters Degrees be \$532.00 while the Association proposal is for \$533.00. Again these differences are so small that they have no significance. Either of the salary schedule proposals are reasonable and neither one has any particular merit over the other. The wage proposals will have no significance in determining the outcome of this arbitration.

The Association proposes that the Employer change the number of snow days that need not be made up from one day to two days. The teachers are paid to work a 187 day year and the Wisconsin Statutes require that 175 of the 180 regular scheduled student contact days be held in order to receive state aid. The

thrust of the teachers' demand is that they should be paid for another day on which they do not work if snow prevents them from working. Eleven schools in the Lakeland Conference do not make up the first two snow days. The mere fact that other schools do not make up snow days does not necessarily mean that the Employer should not make up snow days. Since the Employer pays its teachers at a higher level than most of the other schools in the Lakeland Conference, it has a right to expect more of them. Among the things it has a right to expect is that teachers work all of the days for which they have contracted to work and for which they are paid. The reason for not working snow days is that enough of them occur each year so that it is difficult to make them up or that making them up places an unnecessary burden on the teachers. No evidence was introduced that would indicate that the Employer had an unusual number of snow days or that making them up had placed any unusual burden on the teachers.

In a previous negotiation, the Employer and the Association agreed to have a six person committee composed of three appointees of the Association and three appointees of the Employer meet to review extracurricular compensation. They did meet and each of them proposed a schedule of points to be used for determining the rate of pay for each position. The differences between the two proposals as far as the point value was concerned were not substantial except for a few positions. Both parties did make proposals addressing the relative compensation of the various extracurricular activities. The parties were unable to resolve the differences between their two proposals. The Employer included in its final offer the proposal that it made to the study committee. It assigns points to the various positions based on the Employer's judgment of their worth. The Association did not include its proposal to the study commission in its final offer. Its final offer consists of changing the name of the visual aids coordinator to visual aid director and eliminating the requirement that the occupant of the position must have library certification. It eliminated the position of cheerleader coach from the schedule with its accompanying salary of \$762.00 per year and created new categories with new salaries. The cheerleader coach for high school football and volleyball would get \$195.00 per year. The cheerleader coach for high school basketball would get \$485.00 per year and the cheerleader coach for wrestling would get \$290.00 per year. It created junior high cheerleader coach positions for junior high football and volleyball, junior high basketball and junior high wrestling and each of those categories would receive \$95.00 per year. It added a provision that teachers with co-curricular assignments who are required to work specific hours in 1981-82 who were not required to work specific hours in 1980-81 would receive additional compensation of \$4.25 per hour for each specific hour assigned and it increased all rates except cheerleader coaches by nine percent. The proposal increased the rate of pay for all other categories by nine percent. In effect, the Association's proposal abandons the purpose of the study committee which was to re-evaluate each of the assignments and give them point values measured against all the other assignments. Instead it opted for a proposal that was almost an across the board increase for co-curricular compensation without adjusting the relationships between the various assignments. It sought to eliminate the requirement that the audio-visual coordinator perform one hour a week of work outside the regular school day. The Employer's proposal with regard to co-curricular assignments and extra duty assignments revises the compensation of the various assignments as was contemplated by the parties when they agreed upon the joint study committee. No evidence was presented on the merits of the Employer's proposed revision of the compensation but it was not significantly different from the Association's proposal to the study committee for most assignments. That would indicate that there was merit in some of the adjustment included in the Employer's proposal. The Union's final offer fails to address the relationship between the assignments except for the case of the cheerleader advisors and merely proposes a nine percent increase for the rest. The Employer's offer provides compensation for the various assignments well above the conference average and was among the conference leaders in all assignments. The Association's

final offer does not adjust the inequities that exist between assignments. The audio-visual coordinator assignment is a co-curricular assignment. As such, it contemplates that the teacher occupying the assignment receives compensation for work in excess of the regular assignment. The essence of the Employer's position is that the person filling the assignment and receiving the additional pay should perform work outside the regular school day just like other teachers with co-curricular assignments. The Association's proposal would pay the person filling the assignment a salary of \$326.00 a year plus \$4.25 per hour for each hour performed outside the regular school day. The Employer has been having trouble getting volunteers to perform the extra duty assignments of Tickets and Supervision while all other extra duty assignments were easily filled by volunteers. The Employer's final offer made the Ticket and Supervision assignments more attractive by offering premium pay for them. The Association rejected this method of addressing the problem and its final offer proposed a nine percent increase for all extra duty assignments. The weakness of the Association's proposal is that it does nothing to help the Employer obtain volunteers to work the Ticket and Supervision assignments and makes the other assignments even more attractive than they already are. The Association contends that its offer on co-curricular compensations should be selected because it is more likely to result in equitable treatment of the co-curricular staff. There is no evidence to support this assertion. The reason the Association and the Employer agreed on a study committee was to address the inequities that existed. Continuation of the inequities is no way to provide equitable treatment to all of the co-curricular staff. The Association contends that the job description for an audio-visual coordinator has been changed for the 1981-82 school year by requiring the person given the assignment to work one hour per week outside the regular school day. It takes the position that such a basic change in the working condition justifies an additional \$4.25 per hour for each hour worked outside of the regular school year. The basic thrust of the Association's position is that the audio-visual coordinator should receive \$326.00 per year because he or she was given the assignment and should be paid an additional \$4.25 per hour for each hour worked. The co-curricular assignments contemplate work outside the regular school day and that is why the persons fulfilling those assignments receive extra compensation. If they did not perform any work outside the regular school day in preceding years and were still paid for the assignment, they were given particular advantages compared to teachers filling other co-curricular assignments. The Employer's proposal puts the audio-visual coordinator assignment on the same basis with all other co-curricular assignments and thus makes it equitable. To pay the teacher \$326.00 a year for receiving the assignment and then pay an additional \$4.25 per hour for work performed outside of the regular school day creates a substantial inequity. The Association argues that each of the extra duty assignments should be given the same increase because to do otherwise would discriminate between the jobs. Either some discrimination exists or the compensation for Tickets and Supervision is inadequate because the Employer cannot get teachers to volunteer for Tickets and Supervision assignments while it has no problem getting volunteers for all of the other extra duty assignments. That fact alone indicates that there is not an equitable relationship between the Tickets and Supervision assignments and the other extra duty assignments. The Employer's proposal is a realistic way of addressing that problem. The arbitrator is not prepared to say that the compensation for the extra duty assignments is either proper or improper because no evidence has been offered with respect to it.

There is a substantial issue between the parties with respect to the lay off provision. The Association has proposed a sliding payment schedule in the event of a layoff. If the lay off notice is given to the teacher before June 1st of the preceding school year, no payment is required. If the lay off notice occurs before July 15th, the teacher receives ten percent of his or her unpaid salary and full contractual health insurance benefits through the year. If the lay off notice is given prior to August 15th which is the date the school year commen-

ces, the teacher receives twenty percent of the unpaid salary plus full contractual health insurance. If the lay off notice is given after August 15th or after the school year starts, the teacher receives thirty percent of his or her unpaid salary plus full contractual health insurance benefits. These proposals are to replace the time lines which existed in the prior collective bargaining agreement. The Association's lay off proposal gives the Employer the right to lay off teachers without any preliminary notice or hearing. The Employer can lay off teachers at any time after June 1st although there would be some financial impact on it. The Association's proposal encourages the Employer to make its decision to lay off as early as possible although it does give the Employer one additional month to lay off a teacher without penalty. It provides a reasonable amount of liquidated damages to a teacher whose contract is broken by the Employer at a time when it is ordinarily too late to get another job in teaching. It preserves the ability of the Employer to lay off teachers when necessary and pays the teacher an amount approaching the actual damages that he or she would suffer if given a lay off on short notice or during the school year. If a teacher is given a lay off during the school year or right before the start of the school year, the prospects of obtaining another teaching job are quite remote and the teacher's damages are increased. The Association's last offer proposes an agreed upon amount that would come fairly close to representing the damages that a teacher would expect to suffer if given a lay off after June 1st of any year. The Employer's last offer provides that if a teacher is given a lay off after July 1st, he or she will be paid 1.5 percent of his or her salary. It contends that the liquidated damages it receives when a teacher breaks a contract is 1.5 percent of the salary and that it should pay the same amount if it chooses to breach a contractual relationship with a teacher. It argues that it should not have to pay more if it breaks a contract than a teacher would pay if he or she breaks a contract. While that argument may sound good, it has no relationship to the actual damages suffered. In times such as these, the Employer has no problem obtaining another teacher when a teacher breaks a teaching contract. Its damages are minimal and probably less than 1.5 percent. The actual damages suffered by a teacher when the Employer breaks a teaching contract is substantially higher than 1.5 percent. Even the figures proposed by the Association as liquid damages seem low considering the actual damage suffered by a teacher when a teaching contract is broken by the Employer. Only three schools in the Lakeland Conference had time lines for layoff notification in 1980-81 and they all retained those time lines for the 1981-82 school year although there have been some modifications. The Bruce school district had no time lines in 1980-81 but has adopted them in 1981-82. The Employer had time lines in its old agreement but has refused to bargain on them because they are permissive issues of bargaining. What the Employer proposes is to take away the time lines that were in the old agreement and replace them with a penalty of 1.5 percent of the salary of the teacher that it lays off. That is a pretty modest price to pay for the substantial advantage it receives for having the authority to make lay offs at any time it sees fit. The impact payments that the Association proposes probably represent substantially less than the actual damage that a layed off teacher would suffer. The proposal of the Association is much more acceptable than that of the Employer when measured against any of the statutory criteria.

The existing collective bargaining agreement contains a provision requiring the Employer to grant timely professional leave study requests to any teacher requesting it. It proposes that only a teacher of five years or more teaching experience will be granted a one year leave of absence for professional study toward an advanced degree if it notifies the Employer in timely manner. Teachers with less than five years of teaching experience with the Employer could be granted a leave at the discretion of the Employer. It points out that no one who has ever taken such a leave under the existing provision has ever returned to work for the Employer. It also points out that only four of the other fourteen districts in the Lakeland athletic conference provide such a

leave and they are all at the option of the district. The Employer has identified no problems relating to teachers with less than five years experience using this leave. There is no particular reason why a teacher with less than five years experience should not be granted the same opportunity to work toward an advanced degree that the more experienced teachers have. While this is not a major issue, it is another case of the Employer demanding that the Association give something back. Continuation of the existing language has no cost impact upon the Employer and might result in an upgrading of its cadre of teachers. While no other school district in the conference is required to grant timely professional study leave requests to all teachers, that is not sufficient reason to take away a benefit bargained by the Association in previous agreements without some trade-off or an indication that it has created a great burden for the Employer. Neither situation exists in this collective bargaining relationship. The Association's position on the issue is more acceptable than that of the Employer.

The existing collective bargaining agreement calls for seniority based lay off. Exceptions are recognized in the event the least senior teacher has a dual teaching assignment or a co-curricular assignment in addition to a teaching assignment. If the least senior teacher has a dual assignment or is a coach, that person is exempt from lay off provided no qualified replacement is available. The Employer's proposal simply limits the time period for the search for an acceptable substitute for the teacher with the dual assignment or co-curricular activity. Under the existing language, there is no time line to be used in the search for a qualified replacement. What the Employer seeks is a deadline by which it would have to make a final decision to lay off the second least senior teacher. It takes the position that a two week time period is adequate for it to review qualifications to find replacements for a dual assignment as a teacher or coach. The Association offered no evidence or arguments against the Employer's proposal. In the absence of any evidence or arguments, it would appear to be in the best interest of both the Employer and the Association to have a date certain of two weeks after the layoff decision for cutting off searches for qualified replacements.

The primary issue involved in this arbitration and the one on which the arbitration will turn is the health insurance premium. None of the other issues has much financial impact on the parties nor do they have major issues of principle involved. The health insurance premium has been an issue in dispute between the parties for some time. In an earlier arbitration, an arbitrator found that in the face of the comparisons that he utilized, the Employer need not pay the full health insurance premium. The Employer's carrier at that time was and still is the Wisconsin Physicians Service. In December of 1981, Wisconsin Physicians Service rates increased from \$98.64 a month for full family coverage to \$146.67. Faced with this increase, the Employer contacted Blue Cross and was offered substantially equivalent coverage for the entire work force at a rate of \$96.08 per month for full family coverage. The Employer's final offer proposes to pay the cost of premiums up to a maximum of \$41.08 per month for a single plan and up to \$100.29 per month for a family plan. Any teacher working less than full time would receive prorated premium payments at the same rate as his or her teaching contract. Teachers working less than full time as a result of layoff would not have their premium payment prorated. The Association's final offer provides that the Employer would pay the full cost of health insurance premiums for single and family plans. The proposal would permit the Employer to change the carrier if there was a mutual consent of the parties or the Employer guaranteed benefits and service equal to or superior to the 1980-81 benefits and services. Lakeland Conference school districts pay single family premiums ranging from a low of \$32.46 to a high of \$42.40. The average single premium is \$38.25. The lowest family premium in the Lakeland Conference is \$83.34 and the highest is \$121.82. The average family premium for the Lakeland Conference is \$99.98. Three of the school districts in the conference

have contracted for the Blue Cross policy advocated by the Employer. The Association's position on the insurance item is unreasonable. It is insisting on health insurance program that costs \$25.00 per month more than that provided by any other school district in the conference and is almost fifty percent higher than the average cost of family coverage for the conference. It is understandable that the Association seeks to have the entire medical insurance premium paid by the Employer and to retain an insurance carrier that provides a plan that satisfies it. However there is no reason why the Employer should be required to pay an excessive premium for its employees when it can obtain a substantially equivalent plan at a cost that is in line with the average cost in the Lakeland Conference. The Association argues that since the increased rate of the Wisconsin Physicians Service did not become effective until December of 1981, the average family health insurance premium paid by the Employer would be \$126.66 a month. This \$126.00 average is still higher than the health insurance premiums of any other school in the Lakeland Conference. The Association argues that other schools in the conference pay the full premium and that it should receive the full premium too. The weakness of its position is that it seeks a policy that has a cost of at least \$25.00 a month higher than that of any other school and in some cases more than \$60.00 a month higher. The evidence indicates that the Association seeks a policy that has a Cadillac price and provides substantially the same benefits included in the health insurance plans offered by other school districts in its conference at a much lower cost. The Employer's proposal prorates the premium for part time employees and that has not been done in the past. It is not unusual for employers to prorate the cost of insurance benefits to parttime employees although that is not generally the case in the Lakeland Conference. Ordinarily elimination of a benefit is accompanied by a trade-off unless it has been a burden. Here there has been no trade-off and it has not been established that a burden has resulted from full payment of the insurance premiums for part time employees. However the Association's position on the amount of premium it would require the Employer to pay is so out of line when compared to that paid by other school districts in the conference that its position on health insurance is unacceptable. Its health insurance proposal has an increase in cost over the preceding year of \$14,804.00 which is an increase of almost forty percent. It amounts to more than \$361.00 per teacher. There is no rationale that would justify requiring the Employer to provide the insurance coverage sought by the Association when a substantially equivalent coverage can be obtained at a savings of \$361.00 per teacher.


The positions of the parties on all of the issues except insurance are quite reasonable and do not depart from the statutory criteria that the arbitrator is required to consider. There are aspects of each offer that are somewhat more reasonable than the other party's position on the issue. The controlling issue is the cost of the insurance proposals. The proposal of the Association is substantially higher than any of the comparables and its rigid position on maintaining the current carrier or coverage regardless of the cost is unreasonable and unrealistic. Considering the lawful authority of the Employer, the stipulations of the parties, the interest and welfare of the public and the financial ability of the Employer, the comparison of wages, hours and conditions of employment of the employees involved in the proceedings with other employees performing similar services and other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities, the average consumer prices for goods and services and the overall compensation presently received by the municipal employees, the arbitrator is satisfied that the final offer of the Employer is more reasonable than that of the Association.

It therefore follows from the above facts and discussion thereon that the undersigned renders the following

AWARD

After due consideration of all of the factors set forth in sec. 111.70 of the Wisconsin Statutes, the Employer is directed to implement the proposal set forth in its last offer which is attached hereto and marked exhibit 'B'.

Dated at Sparta, Wisconsin, this 24th day of May, 1982.



Zel S. Rice II, Arbitrator

EXHIBIT 'A'



NORTHWEST UNITED EDUCATORS
16 West John St. Rice Lake, Wisconsin 54868
Phone 715-234-7049

RECEIVED

DEC 29 1981



Mr. Duane McCrary
Wisconsin Employment Relations Commission
P.O. Box 7870
Madison, WI 53707

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

12/29/81

Re: School District of Turtle Lake Med/Arb-1247

Dear Mr. McCrary,

Please accept this letter as a revision of the NUE final offer of 12/14/81 in the above case with respect to the Insurance Provisions article.

By this letter, and in response to the employer's objection regarding NUE's final offer of 12/14/81 on insurance, NUE revises number Three (Article XIV - Insurance Provisions) to be:

Replace Part B with:

"The School District of Turtle Lake shall pay the full cost of health insurance premiums for single and family plans up to a maximum of \$48.18 per month for the single plan and up to a maximum of \$146.67 per month for the family plan. The District may change the carrier provided either: (a) there is mutual consent of the parties, or (b) the District guarantees benefits and service equal to or superior to the 1980-81 benefits and service."

Until such time that this change can be incorporated into a new draft of the entire NUE final offer, please make this letter a part of the final offer. With this change you should be able to certify the offers. Let me know if you have any questions.

Sincerely,

Alan D. Manson
Executive Director
Northwest United Educators

cc: Bud Strasser
Stephen Weld

FINAL OFFER OF NORTHWEST UNITED EDUCATORS
SCHOOL DISTRICT OF TURTLE LAKE
CASE XIX, NO. 28220, MED/ARB-1247

DEC 16 1981

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Except as provided below or in the stipulations between the parties, the terms of the 1980-81 Agreement, with appropriate date changes, shall remain unchanged.

1. Article IV - School Calendar

In Part B change "first snow day" to "first two snow days"

2. Article VII - Assignments and Reassignments

Replace I, 6 with:

If a layoff occurs during the term of a collective bargaining agreement which has an effect on wages, hours, or conditions of employment, the Board agrees to reopen negotiations to bargain the impact on the employees remaining after the layoff.

- a. If a teacher is notified of a layoff prior to June 1st for a layoff to occur during a subsequent contract year, there shall be no severance payment nor insurance benefits paid to the teacher being laid off.
- b. If a teacher who has received an individual contract by June 1st for employment in the subsequent school year receives a notice of layoff, and:
 - (1) If the notice of layoff occurs on or after June 1 but before July 15, the teacher receiving the notice shall receive severance pay in the amount of 10 percent of their unpaid individual contracted salary.
 - (2) If the notice of layoff occurs on or after July 15 but before August 15, the teacher receiving the notice shall receive severance pay in the amount of 20 percent of their unpaid individual contracted salary.
 - (3) If the notice of layoff occurs on or after August 15, the teacher receiving the notice shall receive severance pay in the amount of 30 percent of their unpaid individual contracted salary.

AMJ

- c. An employee notified of layoff and laid off after June 1 shall continue to receive health insurance benefits provided by the District for the duration of the contract year during which they were laid off or until such time that the laid-off employee receives insurance benefits provided by another employer.
- d. Should the employee be recalled during the school year in which they were laid off, the severance pay they received will be considered as a salary advance. The monthly wages for an employee so recalled shall be proportionately adjusted to reflect this advance.

3. Article XIV - Insurance Provisions

Replace Part B with:

"The School District of Turtle Lake shall pay the full cost of health insurance premiums for single and family plans; _____ * single and _____ * family. The District may change the carrier provided either: (a) There is mutual consent of the parties, or (b) the District guarantees benefits and service equal or superior to the 1980-81 benefits and service."

(*to be filled in with actual amounts at time contract is signed)

4. Article XXV - Salary Schedule

Part A: BA Base \$12,225; MA Base \$13,325;
 BA Increment \$489; MA Increment \$533

Part B: BA Per Credit Payment \$35

5. Article XXVI - Co-Curricular Schedule

Change "Visual Aids Coordinator (must have library certification)" to "Visual Aid Director"

Change "Cheerleaders - 762"
 to "Cheerleaders - High School

Football & Volleyball	195
Basketball	485
Wrestling	290
Cheerleaders - Junior High	
Football & Volleyball	95
Basketball	95
Wrestling	95"

AM

Add: "Teachers with co-curricular assignments who are required to work specific hours in 1981-82 who were not required to work specific hours in 1980-81 shall receive additional compensation of \$4.25 per hour for each specific hour assigned."

Increase all rates (except Cheerleaders noted above) by 9 percent rounded off to the nearest dollar.

6. Article XXVII - Extra-Duty Pay

Increase all rates from Volleyball-Tickets & Supervision to Bus Chaperone by 9 percent rounded off to the nearest 50¢.

ADM/mlb
120481
121481

ADM

DEC 17 1981

FINAL OFFER
TURTLE LAKE SCHOOL DISTRICTWISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1. Increase BA base to \$12,200, increment to \$488, \$34 per credit. (see attached salary schedule)
2. Increase MA base to \$13,300 increase increment to \$532.
3. Amend Article XXVI, Co-curricular Schedule to read as follows:

Head Football Coach (includes pre-school)	1455
Assistant (includes all pre-school)	970
Head Basketball - girls	1360
Assistant	920
Head Basketball - boys	1455
Assistant - boys only	970
Jr. High Basketball - boys	620
Jr. High Basketball - girls	620
Saturday Program (10 Saturdays)	350
Head Wrestling Coach	1405
Assistant	920
Jr. High Wrestling Coach	435
Head Baseball Coach	875
Head Track Coach	875
Assistant	----
Head Volleyball Coach	1050
Assistant	751
Jr. High Volleyball	385
Annual	566
Class Play (3 Act)	598
Assistant	340
Forensics (Speech and Drama)	642
Ski Club (Saturdays only)	30
Student Council - Senior High	299
Student Council - Junior High	152
Class Advisors -	
Freshmen	299
Sophomore	299
Junior	560
Senior	340
Cheerleaders - High School	
Football & Volleyball	195
Basketball	485
Wrestling	290
Cheerleaders - Junior High	
Football & Volleyball	95
Basketball	95
Wrestling	95
FHA	413
FFA	555
Pom Poms (practice must not conflict with girls athletics)	490
Instrumental Music	990
Vocal Music - High School	359
Visual Aid Director	299

4. Amend Article VI, Teacher Contract Stipulation, paragraph C, to read as follows:

Any teacher resigning after July 1 from his/her individual teaching contract shall be subject to costs of 1-1/2% of his/her salary in liquidated damages. The resignation notice shall be mailed, return receipt requested. The resignation, which must be accepted by the Board, shall be effective two weeks after receipt of the notice. The amount may be deducted from said teacher's last paycheck as the option of the Board. This provision shall not be applicable in cases of death or spouse transfer.

Similarly, if the Board finds it necessary to layoff a teacher after July 1, he/she shall be paid 1-1/2% of his/her salary. The layoff notice shall be mailed return receipt requested. The layoff shall be effective two weeks after receipt of the notice.

5. Article XVIII shall be amended to read as follows:

A teacher with five (5) years or more teaching experience in the Turtle Lake School District will be granted one (1) year leave of absence for professional study toward an advanced degree provided the teacher notifies the Board by April 15. A teacher with less than five (5) years of teaching experience in the Turtle Lake School District may be granted a one (1) year leave of absence for professional study toward an advance degree provided the teacher notifies the Board by April 15.

6. Amend Article VII, Section I, Staff Reduction, as follows:

2. . . .

- 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 within two weeks of receipt of the notice of layoff, the teacher with the 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 within two weeks of the date of receipt of the notice of layoff, the teacher with that co-curricular assignment shall be exempt from layoff.

7. Amend Article XXVII, Extra Duty Pay, as follows:

Volleyball, Basketball, concerts, plays	Tickets & Supervision	\$10
Football	Tickets & Supervision	\$11

8. Amend Article XIV, Insurance Provisions, to read:

B. The School District of Turtle Lake shall pay the cost of premiums up to a maximum of \$41.08 per month for single plan and up to \$100.29 per month for a family plan. Any teacher working less than full time shall be eligible for prorated premium payments at the same rate as their teaching contract. Teachers on the 1981-82 staff receiving insurance coverage shall continue to have the cost of their premiums paid up to a maximum of \$41.08 per month single coverage and up to \$100.29 per month family plan but at no time shall the prorated premium payments be less than their rate of teaching contract.

Teachers working less than full time as the result of partial layoff shall not have their premium payments prorated.

9. All other items as in 1980-81 contract except as amended by the final offer or stipulation of tentatively agreed to items.

Respectfully submitted,

By _____
Stephen L. Weld