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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of the

DRUMMOND SCHOOL DISTRICT

Decision No. 23349-A

to initiate Mediation/Arbitration between said Petitioner and

DRUMMOND EDUCATION ASSOCIATION

APPEARANCES

Barry Delaney, Executive Director, for the Association
Kathryn J. Prenn, Attorney at Law, for the Employer

Drummond School District, hereinafter referred to as the Employer, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, alleging that an impasse existed between it and the Drummond Education Association, hereinafter referred to as the Association, in their collective bargaining. It requested the Commission to initiate Mediation/Arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. A member of the Commission staff conducted an investigation in the matter.

The Association is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all regular full-time and regular part-time certified teacher personnel, including classroom teachers, librarians, guidance counselors, school psychologists, speech therapist and special area teachers, excluding principals, supervisors, non-instructional personnel, interns, practice teachers, teacher aides, office clericals and all other employees of the district.

On March 13, 1985, the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement. They met on three occasions in efforts to reach an accord on a new collective bargaining agreement. On January 29, 1986, the Commission staff member conducted his investigation and it reflected that the parties were deadlocked in their negotiations. The parties submitted final offers to the investigator on February 25, 1986. The Commission concluded that an impasse within the meaning of Section 111.70(4)(cm)6 existed between the parties. It ordered that Mediation/Arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse between the parties. Upon being notified by the parties of the name of the neutral Mediator/Arbitrator that they had selected, the Commission appointed Zel S. Rice II as the Mediator/Arbitrator to endeavor to mediate the issues in dispute, and should such endeavor not result in resolution of the impasse between the parties, issue a final and binding Award to resolve said impasse by selecting either the total final offer of the Employer or the total final offer of the Association.

The Mediation/Arbitration session was conducted at Drummond, Wisconsin, on June 3, 1986. After several hours of mediation it became apparent to the Arbitrator that neither the Association or the Employer would make moves toward the position of the other party that would result in a resolution of the dispute. The parties did reach an agreement on the 1986-87 calendar but that was not an issue in this dispute. The Arbitrator declared the mediation phase of the proceedings at an end and the arbitration phase began immediately thereafter.

The Association final offer, attached hereto and marked Exhibit A, proposed that Section A of Article XXX dealing with extra work and compensation be changed to reflect increases in the rates. The rate for extra duty at athletic events would be increased from the 1984-85 rate of \$8.76 to \$9.33. The minimum pay per evening for extra duty at athletic events would be increased from the 1984-85 rate of \$10.96 to \$11.67. On trips to Ondossagon, Washburn, Ashland, Hayward and Iron River, the pay for bus chaperones would be increased from the

1984-85 rate of \$24.08 to \$25.65. On trips to Mellen, Solon Springs, Glidden and Butternut, the rate would be increased from the 1984-85 rate of \$27.30 to \$29.07. On trips to Mercer, Bayfield, Minong, Herbster, Winter and Northwestern, the pay for bus chaperones would be increased from the 1984-85 rate of \$35.02 to \$37.30. The payment to class advisers for class dances, recreation nights, etc. would be increased from the 1984-85 rate of \$24.08 to \$25.65 and the pay for assigned class events exceeding seven hours and held outside of school hours would be increased from the 1984-85 rate of \$64.22 to \$68.39. The rate of pay for art and style show, prom and homecoming would be increased from the 1984-85 rate of \$24.08 to \$25.65. The Association's proposal contained a new definition of extra work. It provided that extra work be defined as work assigned in addition to the normal classroom duties and preparations and that unless there was a wage rate elsewhere within the agreement for such work, the hourly wage rates would be in effect for such extra work. Work that does not require certified teachers would be paid at the rate of \$9.33 an hour and work that does require certified teachers would be paid at a proration of the teachers regular salary. The Association proposed to amend Section G of Article XXX to provide that extra work could only be assigned on an involuntary basis when permitted under Section B of Article XXX. It went on to provide that extra work that could be assigned involuntarily should be assigned on a voluntary basis whenever possible while filling the position with qualified employees. In order to obtain volunteers, employees would be notified of any extra duty positions that need to be filled prior to the assignment of such positions on an involuntary basis. It provided that extra work performed involuntarily and performed beyond forty hours of other district work within a given week would be paid at a rate of one and one-half times the regular wage rate spelled out in the agreement and it defined involuntary work as extra duty work assigned to an employee who expressed to the Employer that he does not want the assignment within ten days of receiving the assignment or prior to doing any work. The Association's proposal would replace the old language of Article XXX, Section 8 with new language stating that the position of computer science director shall be paid at a rate of 1/20th of the employee's annual regular teaching salary and Article XXX, Section I would be changed to provide that the position of D-Club advisor be paid at the rate of \$266.00. The proposal would change Section J to provide that the position of athletic director be paid \$1,598.00. The Association's proposal would amend Article XIII, Section C to provide that junior high and high school teachers receive one hundred percent of their regular teaching salary when assigned to a combination of six supervision and teaching periods per day when the assignments do not exceed five teaching periods per day. Individual teachers with full time teaching contracts but assigned less than six periods of teaching and supervision per day would receive one hundred percent of their regular teaching salary. Teachers assigned six periods of teaching per day would receive an additional twenty percent of their regular salary as overload pay. Teachers assigned a workload of seven teaching and/or supervision periods per day and who do not have an assigned preparation period during the student day would receive an additional twenty percent of their regular salary as overload pay. This overload pay would be in addition to the overload pay for six periods of teaching per day. The changes proposed by the Association for Article XIII, Section C, define supervision periods as class periods when the teacher is expected to just supervise the behavior of students such as study hall and area supervision, and it defines teaching periods as periods when teachers are primarily expected to use their training as teachers for the purpose of educating students, providing information and/or advising students. The proposal would include in Article XIII, Section C, a provision that teachers assigned flexible schedules or their scheduled student time and preparation time is different than the regularly scheduled high school periods shall have their daily schedules totaled and compared to the total minutes per day required of regular classroom teachers for overload pay; and if they qualify for overload pay based upon total minutes per day of a regular high school classroom teacher, they shall receive overload pay. Article XIII, Section C, would contain a provision that the 1985-86 junior high schedule would require each junior high teacher to have an assigned fifteen minute home room period plus the study hall period that is fifteen minutes less than the normal period each day. The combination would be counted as the equivalent of one regular class period for the purpose of computing overload pay. The paragraphs in

Article XIII, Section C, would apply to a seven period student day and if the number of periods within a day change the parties would bargain the impact of the change.

The Employer's final offer, attached hereto and marked Exhibit B, would change Article XXX of the collective bargain agreement to increase all wage rates by 6.5 percent. It would also provide that the computer science director would be paid an additional 1/20th of his/her annual teaching salary and the athletic director would be paid \$1,598.00 and the D-Club adviser would be paid \$266.00. Article XXX would contain a provision that teachers assigned extra duties in lieu of receiving a preparation period for a nine week period would receive an additional 1/24th of their annual teaching salary. Both the proposal of the Employer and the proposal of the Association contain the provision that the computer science director be paid an additional 1/20th of his annual teaching salary and the athletic director be paid \$1,598.00 and the D-Club adviser be paid \$266.00. Accordingly, those are not real issues between the parties.

The Employer has not been consistent in the way it has paid teachers who are assigned to work on curricular planning. During regular school day hours, it has released teachers from their teaching duties to do curricular work and paid them their regular salaries and hired substitutes to perform their teaching duties. Other teachers have been assigned curricular planning during the summer break and were paid the hourly rate provided by Article XXX, Section G. Some teachers were required to move to a new building and were paid the hourly rate when a meeting was conducted to prepare for the move. Some of the teachers involved in program development were paid the hourly rate. A music teacher was assigned evening programs and a Saturday tournament and received the hourly rate. That same teacher received a summer school assignment to teach music and was paid a prorata share of his annual salary. Another teacher was given a contract to do curriculum development and the work was performed on his own time and during the summer and fall months. He was paid at the hourly rate. Two teachers who did noon hour supervision were paid \$3.50 for each fifteen minutes. Their salaries were agreed upon by the teacher and the principal. In the early part of 1985 a new position of assistant varsity and junior varsity baseball coach was filled without advising all of the professional staff of the vacancy. A taxpayer volunteered for the position and the Employer voluntarily gave him a small honorarium. The teachers who held the positions of girls varsity basketball coach, baseball coach and girls junior varsity basketball coach resigned and none of the vacancies were posted. The Employer would not accept the resignation of the boys junior varsity basketball coach, junior high-elementary basketball coach and cross country coach until replacements could be found but the positions were not posted. In June of 1985 an employee was assigned to three days of computer curriculum planning on an involuntary basis. The teacher did not refuse or object and no grievance was filed. Another teacher was assigned to the January meeting at Lakewood about the building program on an involuntary basis and he filed a grievance. One teacher was assigned junior varsity basket ball coaching duties even though he had resigned the duties. The junior high basketball coaching duties were tied to his original contract.

Prior to the 1985-86 school year, the Employer operated its secondary grades on a six period day. That six period day had been in effect for at least fifteen years. Teachers who supervised or taught five periods per day were paid full-time teaching wages. Teachers who taught or supervised six periods per day were paid 1/20th additional salaries for each quarter they were assigned six periods per day and 1/5th additional salary if the assignment of six periods was for the entire school year. Teachers who were assigned five regular periods plus a fraction of a period for supervision were paid their regular full-time teaching wages plus the daily rate for each day that they performed a fraction of a period. In the 1984-85 school year the Employer paid \$7.00 per day for one-half hour of daily additional supervision and \$3.50 per day for one-quarter hour of daily additional supervision. At the beginning of the 1985-86 school year, the Employer unilaterally implemented a seven period day.

The school districts of Bayfield, Butternut, Drummond, Glidden, Hurley,

Mellen, Mercer, Ondossagon, Solon Springs, South Shore and Washburn make up the Indian Head Athletic Conference and are hereafter referred to as Comparable Group A. In the 1984-85 school year the BA minimum salaries in Comparable Group A range from a low of \$13,890.00 at Glidden to a high of \$15,225.00 at Hurley. The Employer ranked third in the comparable group with a BA minimum of \$14,604.00. The BA maximum salaries in the comparable group that year ranged from a low of \$19,584.00 at Solon Springs to a high of \$23,637.00 at Hurley. The Employer ranked second in the comparable group with a BA maximum salary of \$21,757.00. The 1984-85 BA plus maximum salaries in Comparable Group A ranged from a low of \$20,859.00 at Solon Springs to a high of \$24,037.00 at Hurley. The Employer ranked seventh in the comparable group with a BA plus maximum salary of \$22,889.00. The 1984-85 MA minimum salaries in Comparable Group A range from a low of \$14,559.00 at Butternut to a high of \$16,568.00 in Hurley. The Employer ranked fourth in the comparable group with a MA minimum of \$15,872.00. The 1984-85 MA maximum salaries in Comparable Group A ranged from a low of \$21,948.00 at Solon Springs to a high of \$25,722.00 at Hurley. The Employer ranked fourth with a MA maximum salary of \$24,289.00. The 1984-85 schedule maximum in Comparable Group A ranged from a low of \$22,522.00 at Solon Springs to a high of \$26,122.00 at Hurley. The Employer ranked third in the comparable group with a schedule maximum of \$25,854.00.

In the 1985-86 school year the BA minimum salaries in Comparable Group A ranged from a low of \$14,793.00 at Glidden to a high of \$16,139.00 at Hurley. The Employer ranked third in the comparable group with a BA minimum salary of \$15,553.00. The percentage increases given for the 1985-86 school year in Comparable Group A for the BA minimum ranged from a low of 5.8 percent at Butternut to a high of 7.5 percent at Solon Springs and the average percentage increase was 6.4 percent. The Employer gave its BA minimum teachers a 6.5 percent increase. The 1985-86 BA maximum salaries in Comparable Group A range from a low of \$21,053.00 at Solon Springs to a high of \$25,055.00 at Hurley. The Employer ranked second with a BA maximum salary of \$23,171.00. The percentage increases given at the BA maximum step for the 1985-86 school year ranged from a low of 6 percent at Bayfield and Hurley to a high of 7.5 percent at Solon Springs. The average percentage increase given the BA maximum for the 1985-86 school year was 6.5 percent and that was the increase the Employer gave. In the 1985-86 school year the BA plus maximum salaries in Comparable Group A ranged from a low of \$22,423.00 at Solon Springs to a high of \$25,655.00 at Hurley. The Employer ranked seventh in the comparable group with a BA plus maximum salary of \$24,377.00. The percentage increases given for the BA plus maximum step in the 1985-86 school year ranged from a low of 6 percent at Bayfield to a high of 11.4 percent at Mercer and the average was 7 percent. The Employer agreed to a 6 percent increase for the BA plus maximum step. The 1985-86 MA minimum salaries in Comparable Group A ranged from a low of \$15,396.00 at Butternut to a high of \$17,562.00 at Hurley and the Employer ranked fourth with an MA minimum salary of \$16,904.00. The percentage increases given for the MA minimum steps in Comparable Group A for the 1985-86 school year ranged from a low of 5.7 percent at Butternut to a high of 7.5 percent at Solon Springs. The average in Comparable Group A was 6.5 percent and the Employer agreed to a 6.5 percent increase for the MA minimum. The 1985-86 MA maximum salaries in Comparable Group A ranged from a low of \$23,594.00 at Solon Springs to a high of \$27,265.00 at Hurley. The Employer ranked fourth in the comparable group with an MA maximum of \$25,868.00. The percentage increases for the MA maximum step in Comparable Group A for the 1985-86 school year ranged from a low of 6 percent at Bayfield to a high of 7.5 percent at Solon Springs and the average was 6.6 percent. The Employer agreed to a 6.5 percent increase for the MA maximum step. The 1985-86 schedule maximum salaries in Comparable Group A ranged from a low of \$24,211.00 at Solon Springs to a high of \$27,865.00 at Hurley. The Employer ranked third in Comparable Group A with a schedule maximum salary of \$27,535.00. The percentage increases for the schedule maximum for the 1985-86 school year ranged from a low of 6 percent at Bayfield to a high of 11.4 percent at Mercer and the average was 7.3 percent. The Employer agreed to a 6.5 percent increase for the schedule maximum for the 1985-86 school year.

In the 1984-85 school year the enrollment in Comparable Group A schools ranged from a low of 213 at Mercer to a high of 724 at Hurley. The Employer had

461 students. The professional staff in Comparable Group A that year ranged from a low of 20 at Mercer to a high of 53.2 Hurley. The Employer had a professional staff of 45. The 1984-85 levy rate in Comparable Group A ranged from a low of 9.6 at Butternut to 14.2 at Mercer. The Employer's levy rate was 10.7. The 1984-85 equalized valuation per student in Comparable Group A ranged from a low of \$75,913.00 in Butternut to the Employer's high of \$381,690.00. During the 1983-84 school year the share of costs paid up by the Federal Government ranged from a low of 2.5 percent at Mercer to a high of 27.6 percent at Bayfield. The Federal Government paid 2.5 percent of the Employer's cost that year. The State share of the cost ranged from a low of 2.6 percent at Mercer to a high of 61.8 percent at Butternut. The State paid 6 percent of the cost for the Employer. The local share of the costs in Comparable Group A for the 1983-84 school year ranged from a low of 30.7 percent at Mellen to a high of 95 percent at Mercer. The Employer paid 91.6 percent of its school costs during the 1983-84 school year.

The pattern in Comparable Group A for wages paid teachers doing professional work within their certification varies. Butternut, Mercer, and Ondossagon have no contract language but at Ondossagon teachers have received a prorated share of their regular teaching salary except for the teaching of summer school. Bayfield, Glidden, Mellen, Solon Springs, South Shore and Washburn all prorate the teaching salary. Hurley prorates one hundred percent of the teaching salary for an extended work year and eighty percent of the teaching salary for other professional work.

The practice and or contract language in Comparable Group A for involuntary extra duty or extra curricular assignment varies. Bayfield, Butternut, Mercer, Ondossagon, Solon Springs and South Shore have no contract language. Ondossagon has assigned teachers to those duties and they receive their regular wages but the other schools have not assigned such duties on an involuntary basis. Glidden, Hurley, Mellen and Washburn do not assign teachers to extra curricular activities except on a voluntary basis.

The teaching day in Comparable Group A varies. Bayfield, Ondossagon, South Shore and Washburn have no contract language with respect to the teaching day. However, Bayfield has a seven period day with full-time teachers teaching five periods and supervising one period and having one period for preparation. Ondossagon has a seven period day with teachers assigned five teaching periods, one supervisory period and one preparation period. Solon Springs has a seven period day with six periods assigned to teachers for teaching or supervision. South Shore has an eight period day with teachers teaching six periods, one period of supervision and one period of preparation. Washburn has a seven period day with teachers teaching five periods, one period of supervision and one period for preparation. Butternut, Glidden, Hurley, Mellen and Mercer all have contract language controlling the teaching day. The Butternut contract provides for a seven period day with teachers teaching five periods, supervising one period and having one period for preparation. The Glidden contract provides for an eight period day with teachers teaching six periods, one period of extra duty and one period for preparation. The Hurley contract provides for a seven period day with teachers being assigned five periods of teaching or supervisory duties and two preparation periods; librarians, music and physical education and special education teachers are assigned six periods of teaching or supervision and one period of preparation. The Mellen contract provides for an eight period day with teachers teaching six periods and having two periods for preparation. No teacher is assigned supervision periods. The Mercer contract provides for a seven period day with teachers teaching or supervising six periods and having one period for preparation.

The Employer required all of its elementary teachers to attend a staff meeting at 6:30 p.m. in January of 1984. The Association filed a grievance because the staff meeting was held outside the regular teacher work day and was involuntary. An Arbitrator determined that Article XXX of the collective bargaining agreement permitted the Employer to assign extra work to certified teachers on an involuntary basis at times outside the regular school day. On August 22, 1983 the Employer conducted a workshop and invited all elementary

teachers to attend it. The teachers were compensated at the rate of \$65.19 per day as provided by Article XXX of the collective bargaining agreement. On April 15, 1983 the Employer required all teaching staff to report for a meeting at 3:30 p.m. and the meeting was scheduled to last until 5:00 p.m.

The Employer's guidance counselor has worked two extra weeks per year beyond the regular negotiated work year for several years and he is paid for this extra work by prorating his regular teaching salary. The work done is related to his counseling position.

The cost of the Employer's 1984-85 wage package was \$952,725.00 and the total cost including retirement, insurance and Social Security contributions was \$1,239,480.00. The 1985-86 agreement provides for a wage increase of 6.5 percent per cell with a total cost of \$1,027,645.00. The increase in cost of the wage settlement over the preceding year was \$74,920.00 and that was a 7.86 percent increase. The average increase per teacher was \$1,718.35. The 1985-86 health insurance costs were \$87,916.00 and dental insurance costs were \$18,864.00. Life insurance costs were \$3,288.00 and long term disability insurance was \$4,624.00. The Employer's contribution to the Wisconsin Retirement System was \$122,292.00 and its FICA contributions were \$72,963.00. The total cost of the settlement was \$1,337,590.00. That was \$98,110.00 more than the 1984-85 total cost and it resulted in an increase in the Employer's total cost of 7.92 percent. The average cost per teacher of the total wage and fringe benefit package was \$2,250.23.

The 1985-86 teacher work day in Comparable Group A ranges from a low of 420 minutes at Ondossagon to a high of 450 minutes at Bayfield, Mercer, South Shore and Washburn. Both the Employer and the Association propose a work day of 450 minutes. The length of each period in Comparable Group A ranges from a low of 45 minutes at Glidden and South Shore to a high of 52 minutes at Hurley and the average is 49 minutes. The Employer's periods are 51 minutes. The regular teaching assignments in Comparable Group A range from a low of five periods at Bayfield, Butternut, Hurley, Ondossagon and Washburn to as many as seven periods at South Shore. In addition to their teaching assignments, some school districts in Comparable Group A assign supervision to their teachers. Mellen has no supervision assignments and South Shore has none for those teachers that teach seven periods. Mercer has a fifteen minute supervision assignment, Solon Springs has a thirty minute supervision assignment and Hurley has a one-half period supervision assignment. All the other school districts in Comparable Group A assign teachers to supervision for one period per day. The Employer proposes that a high school teacher have five periods of teaching assignment and one period of supervision or six periods of teaching and no supervision. The Association proposes five periods of teaching assignment and one period of supervision. The total student contact time in Comparable Group A ranges from a low of 270 minutes at Mellen to a high of 330 minutes at Solon Springs. The Association and the Employer agreed that the total student contact time for a high school teacher in the 1985-86 school year would be 306 minutes.

The 1985-86 junior high/middle school teacher day ranged from a low of 410 minutes at Butternut to a high of 470 minutes at Ondossagon. The Employer and the Association agreed that the junior high/middle school teacher day would be 450 minutes. The length of the periods in the junior high/middle school in Comparable Group A in the 1985-86 school year ranged from a low of 45 minutes at Glidden, Mellen and South Shore to a high of 55 minutes at Bayfield. The Employer has 51 minute periods at the junior high/middle school. Bayfield, Glidden, Mellen, Mercer and Solon Springs have six periods of teaching assignment per day and South Shore has seven periods of teaching assignment and no supervision or six periods of teaching assignment and one period of supervision. Butternut, Hurley, Ondossagon and Washburn all have five periods of teaching assignment. The Employer proposes that its teachers have five periods of teaching assignment and one period of student supervision or six periods of teaching assignment and no supervision. The Association proposes five periods of teaching assignment and one period of supervision. The supervision assignments in Comparable Group A for junior high/middle school range from none at Mellen to one period at Butternut, Glidden, Ondossagon and Washburn. The total

student contact time in junior high/middle school in Comparable Group A ranges from a low of 270 minutes at Mellen to a high of 330 minutes at Bayfield. The Employer and the Association have agreed on total student contact time of 306 minutes.

During the period from the 1976-77 school year to the 1984-85 school year, the Employer had five 60 minute periods and one 59 minute period for a total of 359 minutes. In the 1985-86 school year, the Employer had seven periods ranging from a low of 48 minutes to a high of 54 and a total of 357 minutes of class periods.

The amount of preparation time given to high school teachers in Comparable Group A for the 1985-86 school year ranged from a low of 95 minutes at Solon Springs to a high of 149 minutes at Hurley and the average was 131 minutes. The Employer and the Association have agreed that a teacher should have 144 minutes of preparation time or unscheduled time. Bayfield and Mercer have no blocks of preparation time guaranteed by the collective bargaining agreement but the other school districts in Comparable Group A have guaranteed blocks of preparation time ranging from a low of 30 minutes at Ondossagon to a high of 50 minutes at Washburn. The average is 46 minutes. The Employer and the Association have agreed that teachers will receive a guaranteed block of 51 minutes of preparation time. The preparation time within the student day in Comparable Group A for the 1985-86 school year ranged from a low of 45 minutes at South Shore and Glidden to a high of 90 minutes at Mellen. The Employer and the Association have agreed that each teacher will have 51 minutes of preparation time within the student day and it will be in one block.

The regular daily preparation time/unscheduled time in Comparable Group A for junior high/middle school teachers in the 1985-86 school year ranged from a low of 95 minutes at Solon Springs to a high of 150 minutes at Washburn. The Employer and the Association have agreed on 144 minutes. There are no guaranteed blocks of preparation time for junior high/middle school teachers at Bayfield and Mercer, but the other school districts have guaranteed blocks ranging from 30 minutes at Ondossagon to 52 minutes at Hurley. The Employer and the Association have agreed on a 51 minute guaranteed block of preparation time. The preparation time for junior high/middle school teachers in Comparable Group A for the 1985-86 school year ranged from a low of 45 minutes at South Shore and Glidden to a high of 90 minutes at Mellen. The Employer and the Association have agreed that junior high/middle school teachers will have 51 minutes of preparation time in one block.

There is no overload pay for the sixth teaching assignment in Bayfield, Glidden, Hurley, Mellen, Mercer, Ondossagon, Solon Springs or South Shore. Butternut does pay 1/7th of a teacher's salary for the sixth assignment. Bayfield, Glidden, Hurley, Ondossagon, Solon Springs and Washburn do not assign teachers to an extra class in lieu of preparation period. Mellen pays teachers who teach more than the equivalent of six periods overtime pay at the rate they are normally paid under their normal full-time salary. Mercer pays teachers who accept a seventh period of instruction in lieu of a study hall \$500.00 per contract year for that extra class. South Shore pays a prorated amount of the base salary to a teacher who is given a duty assignment that does not include a period of time for preparation. The Employer proposes to pay a teacher 1/24th of base salary for extra teaching assignment in lieu of preparation time and the Association proposes that a teacher receive 20 percent of base salary for extra teaching assignments in lieu of preparation time. The Employer did not give any teachers extra assignments in lieu of preparation time during the 1985-86 school year. In the past, the Employer paid a teacher 1/20th of the annual salary for an extra assignment.

The 1985-86 teacher substitute pay was not included in the collective bargaining agreement in Bayfield, Mercer, Solon Springs, South Shore and Washburn. Butternut paid a low of \$6.00 per class period and Glidden paid 1/7th of a substitute's daily wage. Ondossagon paid \$11.97 per hour. The Employer proposes to pay \$9.33 per hour for acting as a teacher substitute and the Association proposes a proration of the teacher's salary. Extra duty assign-

ments that are not part of regular classroom assignments are paid at a variety of rates in Comparable Group A. There is no particular rationale that is applicable to all of them. The rate of overtime pay for extra work beyond the normal work load or assignment if certified teachers are required is not specified in the collective bargaining agreements for Hurley, Mercer, Ondossagon and South Shore. The amounts range from a low of \$6.66 per hour at Bayfield to a high of \$11.16 per hour at Butternut. The Employer proposes to pay \$9.33 per hour and the Association proposes that extra work performed involuntarily beyond 40 hours of other district work within a given week be paid at the rate of 1 1/2 times the regular wage rate. Mellen is the only school district in Comparable Group A that has a provision in the collective bargaining agreement calling for a time and one-half for time beyond the regular contract time and it has never been utilized since it was agreed upon.

The Fair Labor Standards Act contains an exemption from the overtime pay requirements for professional employees. That includes working as a certified teacher.

In the 1983-84 school year, the minutes per school day in Comparable Group A, exclusive of the noon hour, for high school teachers ranged from a low of 362 minutes at Mercer to a high of 390 minutes at Bayfield and Hurley and the average was 377.3. The Employer had a 375 minute school day and that ranked seventh among the eleven schools in Comparable Group A. The minutes per school day in the elementary schools ranged from a low of 330 minutes at Hurley to a high of 385 minutes at Bayfield and the average was 365.2 minutes per day. The Employer had an elementary school day of 340 minutes and that ranked tenth among the eleven schools in Comparable Group A. In the twelve year period ending with the 1983-84 school year, the average number of minutes per day in the various school districts in Comparable Group A ranged from a low of 362 at Ondossagon to a high of 387 at Bayfield and the average was 370.8 minutes. The Employer had an average of 358 minutes and that ranked the lowest in Comparable Group A. The average number of hours per year over that period ranged from a low of 1,080 at Hurley to 1,161 at Bayfield and the average was 1,112.4 hours. The Employer averaged 1,074 hours per year and that was the lowest number of hours per year in Comparable Group A. In the 1985-86 school year, the Employer and Mellen forgave all snow days. All of the other school districts in Comparable Group A made up some, if not all, snow days. The 1985-86 wage settlements in Comparable Group A ranged from a low of 6 percent per cell at Bayfield to a high of 8.77 percent at Washburn and the average was 6.85 percent per cell. The Employer agreed to a 6.5 percent increase per cell that had an increased cost of 7.86 percent. The total package increase in Comparable Group A ranged from a low of 6.69 percent at Butternut to a high of 8.59 percent at Washburn. The Employer's total package increase was 7.92 percent. The 1985-86 BA base in Comparable Group A ranged from a low of \$14,706.00 at Butternut to a high of \$16,139.00 at Hurley. The Employer's BA base of \$15,553.00 was the third highest in Comparable Group A. The BA maximum in Comparable Group A that year ranged from a low of \$21,053.00 at Solon Springs to a high of \$25,055.00 at Hurley. The Employer's BA maximum of \$23,171.00 was the second highest in Comparable Group A. The MA base ranged from a low of \$15,396.00 at Butternut to a high of \$17,562.00 at Hurley. The Employer had an MA base of \$16,904.00 and that ranked fourth in Comparable Group A. The MA maximum ranged from a low of \$23,594.00 at Solon Springs to a high of \$27,265.00 at Hurley. The Employer had an MA maximum of \$25,868.00 and that ranked fourth in Comparable Group A. The schedule maximum in Comparable Group A during the 1985-86 school year ranged from a low of \$24,114.00 at Butternut to a high of \$27,966.00 at Ondossagon. The Employer's schedule maximum salary of \$27,535.00 was the third highest in Comparable Group A.

The Employer has never assigned teachers involuntarily to work on curriculum during the summer or the regular school year. Some teachers have requested assignments for curriculum planning. Some elementary teachers were given release time during the regular school year to work on curriculum and substitutes were hired to replace them. The released teachers prepared the lesson plans for the substitutes. This was done to accommodate the kindergarten through sixth grade curriculum that was revised at a staff inservice meeting. There

have been instances when the elementary school teachers had to pick up new curriculum assignments that they had not taught in the past and add them to the courses that they had been teaching.

ASSOCIATION'S POSITION

The Association argues that there is a difference between work involving certified teachers and work where certified teachers are not required and certified teacher work should receive a higher wage rate. It contends that chartering a bus trip and other work for which a certified teacher is not required does not require the teacher training, experience and skill level required for certified teacher work. The Association asserts that the Employer has not been consistent in paying wage rates for extra work and curricular planning. It contends that certain work performed during the negotiated calendar and work day is paid differently than when the same work is performed outside of the negotiated work year and/or day. The Association takes the position that there needs to be more consistency in how teachers are paid for extra work when such work requires certified teachers. It argues that it is not logical to pay professional wages during the school term and not pay professional wages outside the school term for the same work and it is not logical to pay some teachers professional wages for extra work while paying other teachers doing extra professional work at a lower wage level. It contends that the internal comparables and common sense require that extra work requiring certified teachers be paid at a rate equal to what teachers earn during the regular teaching year and/or day.

The Association argues that Section G of Article XXX should be amended to require that assignments be made on a voluntary basis whenever possible and the Employer should post all positions prior to making assignments for extra work and assignments made on an involuntary basis that result in more than 40 hours work in a week be paid at the rate of one and one-half times the normal rate. It asserts that the collective bargaining agreement already requires that extra work assignments shall be made on a voluntary basis when possible. The Union argues that its condition of time and one-half for involuntary assignments for time worked beyond 40 hours in a week is reasonable and common in the private sector. It asserts that the Employer should be required to post extra curricular assignments. The Association contends that three school districts in Comparable Group A have contracts that prohibit extra work being assigned involuntarily and four other districts do not make assignments on an involuntary basis even though there is no provision in the collective bargaining agreement prohibiting it. It contends that only one district makes such assignments involuntarily.

The Association argues that teachers who must work harder and longer than other teachers should receive larger salaries than teachers with an easier work load who work less hours. It contends that during the 1985-86 school year the majority of teachers were either assigned five teaching periods plus one supervision period or they were assigned six teaching periods only. The Association argues that there is a big difference between teaching a class period and supervising study hall or having area supervision and the teacher who teaches six periods per day has more responsibility and most work longer hours compared to a teacher who teaches five periods and supervises one period each day. It contends that nine of the ten school districts in Comparable Group A assign all full time teachers the same number of teaching periods and the same number of supervisory periods while the Employer imposed unbalanced work loads in the 1985-86 school year. The Association contends that its proposal of 20% of a teachers regular teaching salary for overload pay maintains the status quo while the Employer's proposal changes it. It takes the position that the Employer's proposal provides for less overload pay when the preparation work for a teacher has increased.

EMPLOYER'S POSITION

The Employer argues that the Association proposes a change in the status quo and has the burden of proof to show the necessity for the change. It takes the position that the Association has not established the need for a change.

The Employer contends that the language in Article XXX, Section F, of the collective bargaining agreement has been the same since at least the 1977-79 agreement. It contends that the Association proposes to pay teachers on the basis of their prorated salary rather than to continue the practice of paying for such duties on the basis of a flat hourly rate. The Employer argues that its proposal of a flat hourly rate of \$9.33 per hour is 62¢ above the average hourly rate in Comparable Group A for extra duties requiring certified teachers while the Association's proposal is almost double the average.

It argues that prorated salaries should be provided only in the instances of extended contracts and not for sporadic work lasting a few hours or less. The Employer asserts that the extended contracts are used for summer school, summer music programs and guidance counselors who are performing the same duties they normally do during the regular school year. It contends that it has a past practice of compensating teachers hired on extended contracts on a prorated basis and it argues that the Association's proposal would apply prorated compensation to all duties requiring certified teachers regardless of the nature and duration of those duties. The Employer asserts that the school districts in Comparable Group A have a practice contrary to the Association's position. It takes the position that the Association has presented no evidence that would demonstrate a compelling reason for deviating from the status quo.

The Employer takes the position that the language in Article XXX, Section G, has been voluntarily agreed to by it and the Association since the 1977-78 school year and the language should only be restructured by voluntary collective bargaining. It asserts the Association's proposal requiring the Employer to post all extra work assignments requiring certified teachers and to solicit volunteers before assigning teachers places an unnecessary burden on it. The Employer argues that the Association's proposal would discourage volunteers because it would provide a financial incentive in the form of overtime pay for not volunteering. The Employer takes the position that it has recognized that more expertise is required for curriculum work than other types of extra work requiring certified teachers and it proposes a higher hourly rate for curriculum work. It contends that only one school in Comparable Group A has a provision in its collective bargaining agreement for overtime rates for teachers and it has never been used.

The Employer argues that even with its switch to the seven period day for the 1985-86 school year, its teachers are higher paid, work fewer days and have less contact with students than teachers in most of the other schools in the comparable group. It points out that six of the schools in the comparable group are on a seven period day and three are on an eight period day. It asserts that in at least half of the comparable group high schools teachers are regularly assigned as many or more teaching periods than the Employers teachers. The Employer contends that at the junior high school level five of the districts in Comparable Group A assigned teachers six teaching periods while one district could regularly assign seven teaching periods and the average contact time in the comparable group was one minute more than the Employers junior high school teachers. It asserts that none of the collective bargaining agreements in any of the school districts in Comparable Group A provide extra compensation for teaching a sixth class. The Employer argues that at the high school level most of its teachers have the same number of teaching assignments under the seven period day as they had under the six period day and two of the four junior high teachers were assigned fewer teaching periods. It points out that because class periods were shortened most teachers actually taught less time during the 1985-86 school year than in the years before the seven period day was implemented.

The Employer argues that the total package impact of the Association's proposal would be an increase of \$3,092.00 per teacher or 10.6% and that is approximately 3% more than the average conference total package settlement of 7.82%. It asserts that the change to a seven period day had no impact on the work load of most teachers and has resulted in less teaching time for most of them. The Employer points out that its proposal has a total compensation cost of \$2,250.00 per teacher and is higher than all but one of the schools in the

Comparable Group.

The Employer points out that the old collective bargaining agreement contained no provision for compensating its teachers given an additional assignment during a preparation period for an entire quarter. It asserts that it has paid teachers the hourly rate on those occasions when teachers gave up their preparation periods to teach class. It established a practice of paying teachers an additional 1/20 of their annual teaching time for each quarter they were assigned a duty in lieu of their preparation for an entire quarter. With the switch to the seven period day the Employer proposes to pay a teacher assigned duty in lieu of their preparation period for a quarter an additional 1/24 of his annual salary for each such assignment because it represents an additional 1/24 of a normal work load.

DISCUSSION:

The Association proposes to pay teachers on the basis of their prorated salary for all extra work that requires certified teachers. The Employer has a past practice of compensating teachers hired on extended contracts on a prorata basis. It has paid an hourly wage rate for all extra work other than that performed under an extended contract. Teachers under extended contracts normally perform the same work they do during the school year and are paid in the same manner. Inservice time, faculty meetings and curriculum meetings do not involve contact with students and do not fall into the same category as work performed under extended contracts. For at least nine years the Employer and the Union have agreed that if work is not performed under an extended contract or in lieu of a preparation period and the work is performed outside of the regular work day or negotiated calendar, the teacher is compensated according to the hourly rates contained in Section F or G of Article XXX. Some school districts in Comparable Group A pay a prorated salary to all teachers who perform duties requiring a certified teacher. Some certified teachers work requires training, experience and skill levels not necessary for work not requiring a certified teacher. It would appear that the extra requirements for some work demanding a certified teacher justifies a higher rate than is paid for work not requiring a certified teacher. The Employer does this for curricular planning. The Association presented no convincing evidence that a majority of school districts in Comparable Group A pay higher rates for work requiring certified teachers other than for extended contracts. It relies on Association Exhibit 124 which is nothing more than a statement. The Employer relies on Employer Exhibits 38, 46, 47 and 50 and they represent the actual language of the collective bargaining agreements. The Employer's exhibits on the issue have more validity and contradict the Association's position.

The Association proposes to change the language of Article XXX, Section F to provide that unless there is a wage rate elsewhere in the agreement for a particular type of work the hourly wage rates of Section F will be in effect. It contends that its language clarifies what duties the hourly rate in Section F applies to and argues that the Employer's language is confusing and in conflict with the other wage rates found in Article XXX. The arbitrator rejects the Union's position on this issue. The same language has been part of the collective bargaining agreement for nine years and the Association has presented no evidence of any misunderstandings or confusion with regard to the applicability of Article XXX. If there is inconsistency or misunderstandings in the application of Article XXX the parties have a grievance procedure for resolving it. The Association presents no evidence that would justify revising the language the parties have agreed upon for nine years with no apparent problems.

The Association proposes that Section G of Article XXX be amended to require that assignments should be made on a voluntary basis whenever possible and the Employer should post all positions prior to making assignments on an involuntary basis. It further proposes that any assignments for extra work made on an involuntary basis that exceed 40 hours in a work week be paid at the rate of one and one-half the normal rate. The parties have agreed that extra work, other than extra-curricula work, that does not require a certified teacher can only be assigned on a voluntary basis. Extra curricular work found in the Extra

Curricular Salary Schedule can be assigned on an involuntary basis. The Union's proposal would require the Employer to post positions prior to making assignments on an involuntary basis and the arbitrator finds that requirement to be reasonable. The Employer seems to consider the posting requirement an unnecessary burden but the arbitrator does not agree. It is difficult to realize how employees can be expected to volunteer for assignments if they have not been made aware that the assignment is available and needs to be filled. The major flaw in the Association's proposal is the requirement that teachers be paid time and one-half for time worked beyond 40 hours in a week performing involuntary assignment. Only one of the school districts in Comparable Group A pays time and one-half for involuntary assignments that require a teacher to work beyond 40 hours in a week. Consideration of the comparability criteria requires a rejection of the Association's position. School districts and other municipal employers often pay time and one-half to non-professional employees for work performed beyond 40 hours a week, but it is not a common practice to pay teachers and other professional employees time and one-half under any circumstances.

The Association seeks to have teachers assigned more than five teaching periods plus one supervision period receive higher pay for the extra assignment. It contends that teachers who must work harder and longer than other teachers should receive more salary than teachers who have an easier work load and work less hours. The Employer's position is that both groups of teachers should be paid the same. The arbitrator agrees that the teacher who teaches six periods in a day has more responsibility and does more work than a teacher who teaches five periods and supervises one period per day. The prevailing practice in the school districts in Comparable Group A is to assign teachers an even work load. Full time teachers are ordinarily assigned the same number of teaching periods and the same number of supervisory periods. The Employer imposed unbalanced work loads on some teachers in the 1985-86 school year. The Association's position on the issue of work load is not exactly the same as the prevailing practice in Comparable Group A. The prevailing practice is to assign the same number of teaching assignments and supervision periods to all full-time teachers. The Association's proposal is more reasonable on this issue and is consistent with the theory on which the prevailing practice is based. The Association's proposal is inconsistent in that it provides that teachers who are assigned fewer than six periods of teaching and supervision would receive 100 percent of their regular teaching salary.

Since the Employer switched to the seven period day in the 1985-86 school year its teachers have been higher paid, work fewer days and have less contact time with students than teachers in most other schools in Comparable Group A. During the 1985-86 school year six of the conference schools ran a seven period day while three were on an eight period day. Four of those school districts regularly assigned high school teachers six teaching periods per day and one assigned as many as seven periods per day. The average total student contact time for high school teachers in Comparable Group A was 305.3 minutes and the Employer's 306 minute total was very close to that. At the junior high level the average contact time per teachers in Comparable Group A during the 1985-86 school year was 307 minutes and that was one minute more than the average for the Employer's junior high school teachers. None of the school districts in Comparable Group A has a provision in its collective bargaining agreement requiring it to pay extra compensation for a teacher teaching a sixth class. One school did make a one time payment because a teacher was assigned six different classes for the entire year but that was a unique situation. Since the Employer switched to the seven period day most teachers have had the same number of teaching assignments as they had under the six period day. Two of the four junior high teachers were assigned fewer teaching periods. Because the class periods were shortened from 60 minutes to 51 minutes with a switch to the seven period day most teachers taught less time during 1985-86 than they did during 1984-85. A teacher who taught five classes in the 1985-86 school year taught for only 255 minutes per day rather than the 300 minutes required for the six period day in the 1984-85 school year. Obviously the comparables do not support the Union's position for an overload payment in the case a teacher is assigned a sixth teaching assignment. However the reason that the prevailing practice in

Comparable Group A seems to support the Employer's position is that most of those school districts do not assign uneven work loads to their teachers. They assign all teachers the same number of teaching periods and the same number of supervisory periods. The Employer requires a small minority of teachers to work harder than the other teachers for the same pay. This is not equitable and it does not comply with the practice followed by the other school districts in Comparable Group A. If the Employer is not going to not follow the practice of assigning all teachers the same number of teaching periods and the same number of supervisory periods it should make overload payments to those teachers who are required to teach the extra period each day.

The Employer's offer changes the status quo for overload payments for teachers who teach all day and have no preparation period. In the past when teachers taught all six periods they received overload pay equal to 20 percent of their salary. Now with a seven period day the Employer proposes to pay a teacher 16.7 percent of their regular salary if the teacher does not receive a preparation period. The old collective bargaining agreement contained no provision regarding compensation for a teacher who was given an additional teaching assignment during his preparation period for an entire quarter or longer. The hourly rate in Article XXX, Section F was used when a teacher occasionally gave up a preparation period to teach a class. The Employer established a practice of paying teachers an additional 1/20th of their annual teaching salary for each quarter they were assigned a duty in lieu of their preparation period for the entire quarter. On the basis of a six period day the extra quarterly assignment was the equivalent to an additional 1/20th of a normal work load. As a result the Employer compensated the teacher an additional 1/20th of his annual salary. With the switch to the seven period day the Employer proposes to apply the same mathematical reasoning. Since each additional quarterly assignment under the seven period day represents an additional 1/24th of a normal work load the Employer proposes to compensate the teacher an additional 1/24th of his annual salary for each such assignment. The additional 1/20th salary bought 60 minutes of the teacher's time during the six period day. Under the seven period day the Employer is purchasing only 51 minutes of the teacher's time and cannot be expected to pay the same amount for nine minutes less. While it is the Employer that seeks to change the status quo with respect to the amount of pay paid for an extra teaching assignment, it proposes to continue the same rationale that has been utilized in the past and pay a proportionate amount for less time. The Association is seeking to require the Employer to pay the same amount for 51 minutes of student contact that it paid for 60 minutes.

The Association's final offer contains proposals that the Arbitrator is inclined to favor. The Employer proposes that teachers receive a proration of their teaching salary for extra work performed during the regular negotiated work day or work year or when a teacher performs teaching assignments during his normal preparation period. It is willing to pay regular professional wages to a teacher if the extra work is done during the regular work day, but it wants to pay a lesser rate if the teacher does the same work after 4:00 p.m. or on Saturdays. The Association's argument that all teachers should be treated the same in terms of wage rates paid for certified work done outside of the negotiated day or year makes sense. There is no real justification for paying regular teaching salaries during the regular work day or year and paying lesser wage rates outside of these hours for the same work. There is some evidence that the practice in Comparable Group A supports the Employer's position that teachers only receive their regular rate if pay when they perform duties requiring a certified teacher during the regular school day or school year or when they perform under an extended contract. The Arbitrator accepts the Association's argument that a minority of the teachers under the seven period day as implemented by the Employer have to work harder and have more responsibility than other teachers for the same pay. This is not equitable and it is not fair and it is not the prevailing practice in the comparable group.

Were those the only two factors that the Arbitrator had to consider he might be inclined to select the final offer of the Association. However, it did not limit its final offer to those two issues. It included other provisions that the arbitrator finds to be contrary to the practice in Comparable Group A and

without justification. There is no reason why the provisions in the Association's final offer that are contrary to the practice in the comparable group and without any real justification should be boot strapped along by the proposals in the Association that make some sense. There is no reason for the Association's proposal to redefine the term "extra work". It provides no justification for its proposal to amend Section G of Article XXX. The Employer almost always looked for qualified volunteers and had little or no problem obtaining them. The Association's inclusion of a demand for time and one-half for extra work over and above 40 hours in a week pretty well sinks its ship. The inclusion of a demand of that nature in a final offer for teachers is such an aberration from the ordinary contractual provisions between a school district and its teachers that it is difficult for an arbitrator to adopt the final offer even if parts of it have merit. The Association is inconsistent when it demands extra pay for a teacher who teaches an extra class but insists on full pay for the teacher who has fewer than six periods of teaching and supervision.

It is a generally accepted principal that interest arbitration should not be used as a procedure for initiating changes in basic working conditions absent a compelling reason for changing them. There is no compelling reason to disturb the status quo with respect to many elements the Association seeks to change. The parties have agreed in prior negotiations to many of the provisions that the Association now proposes to change. The existing language is the product of compromise and both parties have been able to live with it. The Employer's brief points to several impacts that would result from the changes proposed by the Association. It brands those impacts as gigantic steps from the status quo that would result in numerous unintended consequences. The Association contends that the fears of the Employer are groundless and it asserts that the changes from the status quo are limited and would cause the Employer no problems. The evidence presented by the parties does not indicate which position is correct. The evidence does indicate that issues of the type that are included in the Association's final offer are best resolved by the parties themselves at the bargaining table. If they cannot be resolved at the bargaining table they should be presented to the arbitrator in a very narrow context and the arbitrator should be given substantial evidence by both parties that addresses the fears, potential or actual problems that might arise as a result of the proposed changes or a continuation of the status quo. That kind of evidence was not presented to the Arbitrator and he is reluctant to impose a new condition of employment that might cause unusual problems.

The Arbitrator is satisfied that the Employer's brief manufactured some problems out of thin air that might never result and were probably dreamed up to shoot down the Association's proposal. However there are enough problems resulting from some of the changes proposed by the Association to make the Arbitrator reluctant to impose them. For example, the Employer argues that the total package impact of the Association's proposal would result in an increased cost of \$3,092.00 per teacher or 10.6 percent. That is approximately 3 percent more than the average increase in cost of the total package settlement in Comparable Group A. The Association questioned the accuracy of the assertion, but had no evidence to support its contention. It merely stated that the issue is not one of cost but one of equity among bargaining unit members. The Arbitrator is unwilling to ignore cost in order to do what the Association perceives to be equity.

The position of the Association with respect to paying all employees the same rate of pay for the same type of work regardless of when they do it is forthright and its impact can be measured. The same is true for the Association's proposal that teachers who are given an additional teaching assignment should receive more pay than those with fewer teaching assignments. Were those the only issues before the Arbitrator, he would consider the position of the Association. However the issues involving procedures for assigning extra work and time and one-half for overtime pay are something else. The evidence presented gives the arbitrator no real measurement of the impact that would result from a change in the status quo. Without knowing the impact and without being satisfied that a problem exists that needs to be corrected, the Arbitrator

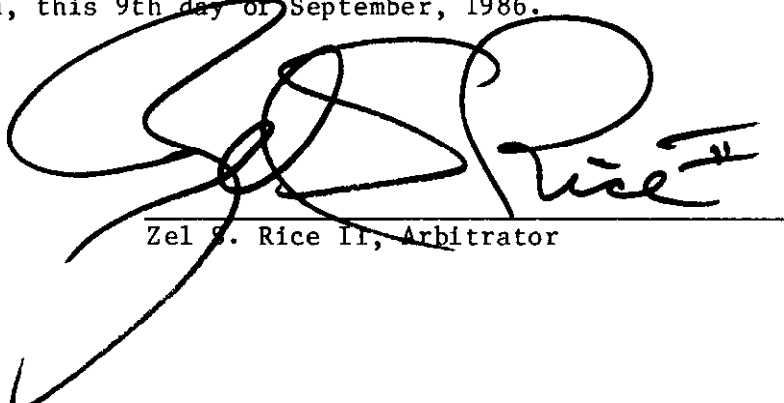
must reject the Association's final offer including the issues of compensation for extra work and compensation for teaching a sixth class that appear to have some merit.

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

AWARD

After full consideration of the criteria set forth in the statutes and after careful and extensive examination of the exhibits and briefs of the parties, the Arbitrator finds that the Employer's final offer more closely adheres to the statutory criteria than that of the Association and directs that the Employer's proposal contained in Exhibit "B" be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 9th day of September, 1986.

A large, stylized handwritten signature in black ink, appearing to read 'Zel S. Rice II', is written over a horizontal line. The signature is highly cursive and loops around itself.

Zel S. Rice II, Arbitrator

EXHIBIT "A"

RECEIVED

FEB 25 1986

FINAL OFFER OF THE DRUMMOND EDUCATION ASSOCIATION
TO THE DRUMMOND AREA SCHOOL DISTRICT
FOR A 1985-86 CONTRACT

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1. Except as set forth in the stipulations between the parties or in this final offer, the terms of the 1983-85 contract shall remain in effect.

2. Duration of Contract - Article XXXI, Page 17

Change the dates to reflect a July 1, 1985 to June 30, 1986 duration.

3. Extra Work and Compensation - Article XXX, Page 15

Section A

Change "\$8.26 (\$8.76 for 1984-85)" to "\$9.33"

Change "\$10.34 (\$10.96 for 1984-85)" to "\$11.67"

Change "\$22.71 (\$24.08 for 1984-85)" to "\$25.65"

Change "\$25.76 (\$27.30 for 1984-85)" to "\$29.07"

Change "\$33.04 (\$35.02 for 1984-85)" to "\$37.30"

Section B

No change

Section C

Change "\$22.71 (\$24.08 for 1984-85)" to "\$25.65" in both cases

Change "\$60.58 (\$64.22 for 1984-85)" to "\$68.39"

Section D

Change "\$22.71 (\$24.08 for 1984-85)" to "\$25.65"

Section E

No change

Section F

Replace old language with: "Extra work shall be defined as work assigned in addition to the normal classroom duties and preparations. Unless there is a wage rate elsewhere within this agreement for such work, the following hourly wage rates will be in effect for such extra work."

1. Work which does not require certified teachers shall be paid at the rate of \$9.33 per hour.
2. Work which does require certified teachers shall be paid at a proration of the teacher's regular salary (calculate by dividing the teacher's regular annual salary by the annual hours a teacher is required to work - eight hours/day x number of required work days within the negotiated calendar *B 20*
2/21/86
-188 or 189 days)

The Administrator may request a time sheet filled out by the employee doing the work at the end of the season, year or every two weeks."

Section G

Replace old language with: "Extra work (as defined in Section F above) can only be assigned on an involuntary basis when allowable under Section B of this Article. Such extra work, that can be assigned involuntarily, shall be assigned on a voluntary basis whenever possible while filling the positions with qualified employees. For the purpose of obtaining volunteers, employees will be notified of any extra duty positions that need to be filled prior to the assignment of such positions on an involuntary basis, whenever possible.

Extra work that is performed involuntarily and is performed beyond 40 hours of other District work within a given week shall be paid for at a rate of one and one-half times the regular wage rate found within this Agreement. The one and one-half wage rate shall be prorated if not all of the extra work hours exceed 40 hours per week. Involuntary work assignments mean extra duty work assigned to an employee who has expressed to the District that he/she does not want the assignment. Such notification must be received by the District within ten days of receiving the assignment and/or prior to the work being done (which ever is sooner)."

Section H

Replace old language with: "The position of Computer Science Director shall be paid at a rate of 1/20 of the employee's annual regular teaching salary (prorated if assigned for a part-of-the-year)."

Section I

Shall read as follows: "The position of D-Club Advisor shall be paid at a rate of \$266 (prorated if assigned for a part-of-the-year)."

Section J

Shall read as follows: "The position of Athletic Director shall be paid \$1,598 (prorated if assigned for a part-of-the-year)."

46. Preparation Periods - Article XIII, Page 9

Change Section C to read:

"Junior high and high school teachers shall receive one hundred percent of their regular teaching salary (based on the regular teaching salary schedule) when assigned a combination of six supervision and teaching periods per day when such assignments do not exceed five teaching periods per day. The one hundred percent wages will be prorated if the above assignment is not assigned for the entire year. Individual teachers who have valid individual full-time teaching contracts but are assigned less than six periods (of teaching and supervision) per day shall receive one-hundred percent of their regular teaching salary (from the regular salary schedule).

Teachers who are assigned six periods of teaching per day, instead of six periods consisting of a combination of teaching periods and supervision periods, shall receive an additional twenty percent of their regular salary as overload pay which will be prorated if the overload is not assigned for the entire year.

Teachers who are assigned a work load of seven teaching and/or supervision periods per day and such teachers do not have an assigned preparation period during the student day shall receive an additional twenty percent of their regular salary as overload pay. Such overload pay will be prorated if the overload is not assigned for the entire year. This overload pay shall be in addition to the above overload pay (mentioned in the above paragraph) if a teacher is assigned seven teaching periods per day (no assigned supervision periods).

Supervision periods shall be defined as class periods that the teacher is expected to just supervise the behavior of students such as study hall and area supervision (as per the 1985-86 teacher assignment schedule). Teaching periods shall be defined as those periods where teachers are primarily expected to use their training as teachers for the purpose of educating students, providing information and/or advising students.

Teachers (such as counselors, band instructors, special education teachers, etc.) who are assigned flexible schedules where the scheduled student time and preparation time is different than the regularly scheduled high school periods shall have their daily schedules totaled and compared to the total minutes per day required of regular

classroom teachers for overload pay. If a teacher qualifies for overload pay based upon total minutes per day of a regular high school classroom teacher that teacher shall receive overload pay. Such overload pay would be prorated when overload time with students is equivalent to a fraction of a regular student class period.

The 1985-86 junior high schedule requires each junior high teacher to have an assigned 15 minute homeroom period plus a study hall period, which is 15 minutes less than a normal period, per day. Such combination shall be counted as the equivalent of one regular class period for the purpose of computing overload pay.

The above paragraphs apply to a seven period student day. In the event that the number of periods within a day change, the parties will rebargain the impact of such change."

Dated this 21 day of February, 1986.

ON BEHALF OF THE DRUMMOND EDUCATION ASSOCIATION

BY:

Barry Delaney
Barry Delaney, Executive Director