

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration of a Dispute Between

**BANGOR EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

and

**BANGOR SCHOOL DISTRICT**

Case 20  
No. 55534  
MA-10041

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Appearances:

**Ms. Deborah K. Byers**, Executive Director, Coulee Region United Educators, on behalf of the Association.

**Mr. Robert W. Butler**, Staff Counsel, Wisconsin Association of School Boards, Inc., on behalf of the District.

**ARBITRATION AWARD**

The above-captioned parties, herein "Association" and "District", are parties to a collective bargaining agreement providing for final and binding arbitration. Pursuant thereto, hearing was held in Bangor, Wisconsin, on November 11, 1997. Pursuant to the parties' request, I there issued a bench decision which this Award augments.

Based upon my review of the evidence and the respective positions of the parties, I issue the following

**AWARD**

1. The District will continue to pay drivers/instructors their regular route rate of pay for training purposes.
2. All employes will receive payment for all time actually worked before and/or after their routes

3. Any additional backpay relating to the May 5, 1997, grievance will only relate back to one year before the grievance was filed, i.e. to May 4, 1996. The hourly rate of pay for all such hours worked after May 4, 1996, will be \$8.50 an hour. No drivers must pay back any money received for hours worked before May 4, 1996, for which they have been paid \$6.50 an hour.

4. All drivers will be paid \$8.50 an hour for all past extracurricular trips retroactive to July 1, 1997, and they shall continue to be paid \$8.50 an hour for all such extracurricular trips for the duration of the successor to the 1995-1997 contract. The District must make such retroactive payment by December 11, 1997.

5. Drivers will be paid \$8.50 an hour for all other non-route driving time spent on such activities as meetings and maintenance. Drivers who gas up their buses as part of their regular route driving duties will be paid their regular route rate. Drivers who attend meetings or perform other work which is conterminous to their regular route driving duties will be paid their regular route rate of pay.

6. In order to resolve any questions arising over application of this Award, I shall retain my jurisdiction for at least sixty (60) days.

Dated at Madison, Wisconsin, this 18th day of November, 1997.

Amedeo Greco /s/

Amedeo Greco, Arbitrator