

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

BEFORE THE Arbitrator

In the Matter of the Arbitration Between
MANITOWOC PUBLIC SCHOOL DISTRICT
and
MANITOWOC PUBLIC EMPLOYEES
LOCAL NO. 731, AFSCME, AFL-CIO

Case 52
No. 59232
INT/ARB-9092
Dec. No. 30470-A
AWARD

Appearances: For the Union, AFSCME Staff Representative Michael J. Wilson, Madison.
For the Employer, Employment Relations Service Coordinator, William G. Bracken,
Oshkosh.

On October, 2, 2000, the Manitowoc Public School District (referred to as the Employer or District) filed a petition with the Wisconsin Employment Relations Commission (WERC) pursuant to Section 111.70(4)(cm) of Wisconsin's Municipal Employment Relations Act (MERA) to initiate arbitration. The School District and Local 731, AFSCME, AFL-CIO (referred to as the Union) had begun negotiations for their first collective bargaining agreement but failed to reach agreement on all the issues in dispute. On September 30, 2002 following an investigation by a WERC staff member, the WERC determined that an impasse existed and that arbitration should be initiated. On October 14, 2002, the undersigned, after having been selected by the parties, was appointed by the WERC as Arbitrator to resolve the impasse. By agreement of the parties, she held an arbitration hearing on December 19, 2002, in Manitowoc, Wisconsin, at which time the parties were provided with a full and fair opportunity to present evidence and make arguments. The hearing was transcribed. Both parties filed and exchanged post-hearing briefs and various replies. On April 12, 2003 the undersigned received the last correspondence in this proceeding and closed the record.

ISSUES AT IMPASSE

Although the parties reached tentative agreement on a number of issues to be included in their initial (three year) collective bargaining agreement, they were unable to resolve issues relating to: Article II - Union Activities [and related Article V -Grievance Procedure], Article VII - Job Posting, Article VIII - Seniority, Article X - Absence with Pay Policy, Article XI - Insurance, and Article XIV - Wages. A copy of the Employer's final offer is attached as Exhibit "A" and a copy of the Union's final offer is attached as Exhibit "B."

STATUTORY CRITERIA

In reaching a decision, the undersigned is required by Section 111.70(4)(cm)(7)-(7r) of MERA to consider and weigh the evidence and arguments presented by the parties as follows:

7. "Factor given greatest weight." In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and give the greatest weight to any state law or directive lawfully issued by a state legislature or administrative officer, body, or agency which places limitations on expenditures that may be made or revenues that may be collected by a municipal employer. The arbitrator or arbitration panel shall give an accounting of the consideration of this factor in the arbitrator's or panel's decision.

7g. "Factor given greater weight." In making any decision under the arbitration procedures authorized

by this paragraph, the arbitrator or arbitration shall consider and give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the factors specified in subd. 7r.

7r. "Other factors considered." In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or the arbitration panel shall also give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of the proposed settlement.
- d. Comparisons of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparisons of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- f. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees in private employment in the same community and comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost of living.
- h. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties in the public service or in private employment.

POSITIONS OF THE PARTIES

The Employer

In view of the large number of unresolved issues, the Employer begins its brief by listing the issues in the order of importance to the District. They are: the wage schedule, the overall wage and benefit package, health insurance contribution, job posting, layoff, personal leave, and three miscellaneous items (an Employer proposal to permit deviations from wage schedule in hiring new employees, a Union proposal for time off with pay to attend grievance hearings, and a Union proposal guaranteeing equal coverage if there is a change in health insurance carrier).

The Employer next sets forth four themes which it believes are helpful in determining the reasonableness of each party's final offer. These themes are: 1) You can't always get what you want, especially in a first contract; 2) Fiscal responsibility is of paramount importance; 3) Real issues deserve practical solutions that balance both employee and employer interests; and 4) Keep it simple, fair, and reasonable. It also provides a costing analysis of both offers which indicates that the

difference between the parties' final offers over the three year term of the agreement is \$120,626.¹

Appropriate External Comparables:

The Employer then addresses the threshold issue of what constitutes the appropriate comparables. In addition to the four agreed upon school district comparables, Fond du Lac, Plymouth, Sheboygan, and Two Rivers, the Employer believes it is appropriate to add Green Bay, Kiel, and Sheboygan Falls School Districts because Plymouth and Two Rivers have not settled for 2002-3. While it agrees with the Union that City and County bargaining clerical employee bargaining units are appropriate (secondary) comparables for wages and health insurance benefits, it rejects using them for language provision items because City and County clerical bargaining units lack the diversity of job responsibilities that are found in school district clerical bargaining units.

Wages and Health Insurance:

Turning to the two key and interrelated economic issues of wage schedule plus employee contribution to health insurance, the Employer points out that its offer is based upon extending the status quo. For 2000-01, the District's wage offer is \$.46 per hour across the board; for 2001-02, the offer is 2.5% plus \$.27 per hour increase; and for 2002-03, the offer is 1% plus \$.42 per hour increase. For health insurance, employees have been contributing 5% since 2000-01 (because premium increases exceeded the Employer's previous flat dollar amount contribution) and the District proposes language to continue a 5% employee contribution.

The District rejects the Union's substantive wage and insurance changes to the status quo, particularly because the Union has failed to provide a compelling need for the fundamental changes it proposes, has failed to demonstrate that its proposals solve the alleged problems, and has failed to include a quid pro quo for these changes. More specifically, the Employer believes that the Union's proposed wage schedule is "useless" because it only affects 30% of current employees and presents multiple complications since some employees will be "on schedule" while a majority will be "off schedule." The District notes testimony that bargaining unit turnover was almost exclusively due to retirement and non-wage related reasons and thus repudiates any Union argument that low wages have resulted in extraordinary turnover in the unit. The District supports continuation of the present wage situation through percentage, cents per hour, or a combination of the two increases by noting that its comparables follow the same format.

The Employer contends that the state's fiscal crises will have a direct adverse impact upon state funding of public education beginning in the 2003-04 school year and that this impact must be considered prior to then. It notes that costs incurred by the District in this school year are also costs which must be funded in the next school year. Moreover, despite some staff reductions, the District already faces an anticipated deficit for 2003-04 of over one million dollars due to state imposed revenue controls, declining student enrollments, and rising health insurance costs.

Due to this serious and foreseeable financial situation, the District strongly believes that the Arbitrator is bound to apply the greatest weight statutory factor (§111.70(4)(cm)(7)) to select the District's final offer. "[I]t is not the time to add to the District's fiscal troubles." The Employer also argues that the greater weight factor (§111.70(4)(cm)(7g)) supports its "more modest" final offer due

¹ At the arbitration hearing, the Employer introduced into the record an exhibit indicating that the difference between the parties' offers was \$57,245. Subsequently, in a communication to the Arbitrator and the Union dated January 27, 2003, the Employer stated that the correct figure is \$120,626. In its brief, the Union disputes the Employer's revised costing figures but did not submit its own cost calculations.

to local economic conditions in Manitowoc such as its low per capita income and comparatively high unemployment rate. These same conditions must also be considered by the Arbitrator, according to the Employer, when she considers the other statutory factors, particularly "the interest and welfare of the public" (§111.70(4)(cm)(7r)(c)). In the view of the Employer, these three factors compel adoption of the District's offer without any further consideration of additional statutory factors and the other issues in dispute.

To be complete, however, the District turns to the issues in dispute and points to evidence in the record to support its final offer based upon the other statutory factors contained in §111.70(4)(cm)(7r). Specifically, it contends that its wage proposal is supported by all internal settlements and the prevailing settlement pattern established in comparable school districts. It points out that its total salary and fringe benefit three year offer (almost 20%) is about 30% higher than any other internal settlement' including that covering the teachers bargaining unit (17%). It also believes that its final offer exceeds the wage and total package increases found among comparable school districts by a significant margin and provides very competitive wages particularly when compared to Kiel, Plymouth, Sheboygan Falls, and Two Rivers School Districts as well as other area, state, and national wages and wage increases. Evidence that there has been a relatively low staff turnover and a large number of qualified job applicants is offered as support for the District's competitiveness. As an additional argument, the District contends that its offer distributes available monies on a more equitable basis among bargaining unit members than the Union's offer.

In regard to the other major issue in this case, health insurance, the Employer believes that the Union has the burden of proof to establish why the District should pay the full cost when for many years the District utilized a combination of flat dollar amounts and percentage (95%), whichever is greater, in providing health insurance benefits to all District employees, represented and non-represented. Although for many years, the dollar amounts paid the full cost for both single and family health insurance, since 2000-01 members of this bargaining unit have been paying 5% due to yearly increases in premiums (ranging from 9.5% to 19%, depending upon single or family coverage). For the District, the Union has failed completely to prove any compelling need or supply any quid pro quo to justify its health insurance proposal which would require the Employer to pay the entire cost for rapidly escalating health insurance premiums. The District points out that its offer is in line with internal and external comparables and, because of the tax advantages employees receive by utilizing a Section 125 plan, employee contributions for health insurance premiums is effectively reduced from 5% to approximately 3.5%, a significant savings for employees.

Other Issues:

As to other issues in dispute in this proceeding, the District presents a variety of arguments. It rejects the Union's job posting proposals as too restrictive, compromising the District's ability to hire the best candidate, due to the Union's emphasis on seniority. It believes its proposal strikes the proper balance. It acknowledges that the internal comparables are split on this issue, but contends that the District's actual experience in applying the language contained in the collective bargaining agreement covering custodial and maintenance employees supports the District's position. It also acknowledges that external comparables are split but believes they generally support the District's proposals and not the Union's proposals relating to job posting.

Layoffs are another issue which separate the parties. The Employer believes its proposal to implement layoffs on a departmental basis is more reasonable because it minimizes disruption while appropriately recognizing seniority.

The District believes its proposal permitting hiring above the minimum pay rate based on qualifications, prior experience, and job market availability makes sense because it also protects

existing employees by stating that any newly hired employee's wage rate cannot exceed an existing employee's wage rate in the same job classification with equivalent qualifications and years of experience. It notes that the Union's final offer does not deal with this issue at all.

The District rejects the Union's proposal for time off with pay to attend grievance hearings because this is a first contract and the parties are still exploring their relationship. Because of the uncertainty and newness of this relationship, the District prefers to work out acceptable arrangements on a case-by-case basis. It does not believe that there is support for either its proposal or the Union's among the internal comparables; since a majority of school district comparables do not provide for such pay, it believes external support for the District's approach is greater.

In light of the fact that the District is self-insured and, therefore, there is no insurance carrier, the Employer believes that the Union's proposal to guarantee equal coverage if the health carrier is changed is unnecessary. Moreover, the Employer recognizes that it has an obligation to bargain the level of health insurance plan benefits. Accordingly, it prefers contractual silence to the Union's language which it believes is troublesome.

Since the parties' tentative agreement already contains substantial improvements for bargaining unit members relating to holidays and other benefits, the District rejects the Union's proposal for a paid personal day, a benefit enjoyed by non-represented employees. The District believes that internal and external comparables support its position, not the Union's position, on this issue.

The District concludes its arguments by pointing out that the District's total package exceeds the cost of living and matches the total package settlement pattern established among comparable school districts. It provides bargaining unit members with a very real gain in wages and benefits. In contrast, the Union's offer is excessive because it seeks both a high wage increase (21%) and 100% District-paid health insurance. For all these reasons, the Employer believes its final offer is the more reasonable one when measured against the statutory criteria. The District's offer grants bargaining unit members a generous wage and fringe benefit package averaging 6.7% per year over the term of the agreement while providing a reasonable and balanced approach to job posting, layoffs, and other issues.

The Union

The Union begins its arguments by discussing the factor which state legislation (§111.70(4)(cm)(7)) mandates must be given greatest weight in this proceeding. It first argues that the difference in cost between the parties' offers is only a minuscule portion of the District's budget and that other interest Arbitrators have found this to be significant in analyzing the "greatest weight" factor. The Union then turns to the District's growing accumulation in its (reserve) Fund 10 balance and questions the District's use of these funds for substantial discretionary cash spending on expenditures such as building renovations and parking lot construction (in addition to cash flow needs and to fund its self-insured insurance) instead of seeking voter authority for increased taxes to pay for these capital outlays. In this connection, the Union notes that the District's mill rate has decreased and is now significantly less than the average mill rate in comparable school districts. While the Union indicates it is mindful of financial problems the District may face for the 2003-04 school year, it does not believe that the District is currently in a financial crisis as evidenced by its substantial reserve fund balance, favorable (comparatively low) mill rate, and the District's "spending habits" over the past few years.

The Union next turns to the "greater weight" statutory factor (§111.70(4)(cm)(7g)). It believes that its arguments in regard to the District's large reserve fund balance and comparatively

low mill rate are relevant to this factor as well since other arbitrators have found reserve funds and mill rates to be so. The Union finds it significant that the Employer's adverse unemployment data was for September 2002, well after the period for this agreement began and points out that even though one of the District's comparables, Green Bay, had a higher unemployment rate than Manitowoc, clerical employees of the Green Bay School District received a generous annual increase at all levels of 3.7% for both 2001-02 and 2002-3. The Union does not believe there is any evidence that Manitowoc's unemployment rate has adversely affected the District's non-represented employees who received 4.27% wage increase for 2002-3 and a 6.14% combined salary and fringe benefit increase (including fully paid health insurance), administrators who received a 3.92% wage increase plus fully paid health insurance for 2002-3, and the wage package, including various adjustments, contained in the District's final offer to the custodial/maintenance employees bargaining unit.

In addition, the Union notes that the District has the second highest level of equalized property value per student when compared to the four comparable school districts (Fond du Lac, Plymouth, Sheboygan, and Two Rivers) and that property values are increasing as fast or faster than all but one of the comparable communities. The Union also believes that the District operates efficiently compared to Union comparables based upon its per pupil expenditures and FTE staffing. In light of Manitowoc's relatively high income levels (based upon average total income per return) and below average levy, the Union concludes that these factors combine to establish *favorable* local economic conditions and this favorable situation must be given greater weight under §111.70(4)(cm)(7g).

Appropriate External Comparables:

The Union has adopted the school districts of Fond du Lac, Plymouth, Sheboygan, and Two Rivers as comparables based upon an arbitration decision by the undersigned (Manitowoc Public School District 5/6/99) (paraprofessional employees) which in turn was based upon a prior decision by Arbitrator Tyson (Manitowoc Public School District 8/14/97) (custodian/maintenance employees). The Union believes these four school districts provide a sufficient base for primary external comparisons even though clerical/secretarial school district employees in Two Rivers are unrepresented and accordingly not relevant to the parties' language issue disputes.

Health Insurance:

The Union's final offer presents two distinct issues relating to health insurance. The Union first addresses its proposal that the parties' contract include a statement that the Employer "shall guarantee equal coverage if the carrier is changed." It finds the District's refusal to agree to this language inexplicable because the parties' tentative agreement already contains this exact language in connection with dental insurance, identical or similar language is found in internal comparables, and external comparables support the Union's position.

It then turns to the District's proposal which has the effect of requiring employees to pay 5% of the monthly premium for single or family coverage for the three year term of this agreement in contrast to the Union's proposal which requires or has the effect of requiring the District to pay the full amount of the premiums for the term of the contract. The Union notes, however, that the wording of its proposal for the third year, 2002-03, makes clear that the burden will be on the Union for 2003-04 and thereafter to negotiate any increase in the stated flat dollar amount. Since at least 1997-98, the District has paid the full cost (expressed as a dollar amount which was increased annually to cover the full premium) of health insurance for members of this unit when they were unrepresented. Therefore, in the Union's view, fully paid health insurance represents the status quo and the District's proposal represents a significant change. The Union believes that the Employer has failed to demonstrate its need to impose this benefit reduction upon this group of employees; has failed to prove that its proposal will control the rising costs of health insurance; and has not shown that this is a reasonable burden to impose upon these employees. The Union emphasizes that the

health insurance burden on unit members is particularly great when their out-of-pocket co-pay costs are added to their required premium contributions under the District's offer and compared with the external comparables..

In addition, the Union emphasizes that the District to date has made full premium contributions for its non-represented employees. The Union objects to any comparisons with the District's paraprofessional bargaining unit because they are now in the (voidable) fourth year of their agreement and health insurance is not a key benefit for that unit in contrast to this bargaining unit where 84% of unit members are enrolled in the family or single health insurance plan. Turning to an extended analysis of external comparables in regard to health and dental insurance, the Union points out that, under the District's proposal requiring an employee contribution for health insurance and the parties' tentative agreement relating to copays and dental insurance, none of the comparables have arrangements that are as "one-sided" as that proposed by the District. Thus, the Union concludes that the pattern in external comparables strongly supports the Union's offer.

Issues Other Than Wages and Health Insurance:

Since non-represented employees have the benefit of one personal day as part of their 11 paid holiday per year benefit, the Union contends that the District is changing the status quo by eliminating a personal day or personal holiday in its proposal for the term of this initial three year agreement. Although the tentative agreement phases in four additional holidays for school year employees, the Union does not consider this to be an appropriate quid pro quo for the loss of the personal day since the increase in holidays for school year employees merely brings this benefit close to the level of the comparables. Thus, in the Union's view, the appropriate comparables support the Union's offer and not the District's position.

The Union's layoff and recall proposal sets forth seniority based upon unit wide seniority while the District proposes layoff and recall rights based upon seniority in one of four classifications. The Union points to two internal comparables, paraprofessionals and custodial/maintenance, which do not restrict employees' use of seniority in layoffs and recalls to a single classification only. It notes that none of the external comparables and none of the Manitowoc community contracts have a layoff and recall provision as restrictive as the District's final offer. At this point, the Union makes a special argument that layoff/recall and job posting are "economic issues" under MERA and should be weighed by the Arbitrator together with more conventional issues such as wages, health insurance, and holidays in reaching her decision.

The next issues addressed by the Union relate to job posting. The Union patterned its job posting final offers after language already contained in the collective bargaining agreement covering District custodial/maintenance employees and contends that it is also supported by eight other AFSCME agreements in the Manitowoc community and by agreements in a number of the comparable school districts. The Union is particularly concerned that, without contractual language along the lines proposed by the Union in its job posting proposals, bargaining unit members will be insecure and adversely affected.

The Union then notes that its final offer relating to paid time for grievances and other conferences is also directly taken from the custodial/maintenance employees' agreement and is similar to the policies incorporated into the paraprofessionals' agreement, other community agreements, as well as agreements in many comparable school districts.

Wages:

The Union starts its discussion of this issue by pointing out that the parties' wage proposals share a number of critically important similarities and differences with the differences primarily affecting the third year, 2002-3. The Union's wage offer for that year includes greater increases for

the lowest paid employees in Groups III and IV through split increases in July and January and was designed to help correct existing wage inequities between the groups. All new hires are to be placed on the Union's proposed wage schedule as are approximately one third of current bargaining unit members. The wages for the remaining employees are covered by the "off schedule" portion of the Union's wage offer with the expectation that they will be placed on the schedule as a result of subsequent rounds of negotiations. These "off schedule" employees are to receive split hourly increases from 2000-01 to 2002-03 in the Union's attempt to take into account both cost of living and adjustments needed to elevate unit wages to those paid in the comparable school districts.

The Union contends that its wage proposal is more reasonable and should be preferred over the District's offer for many reasons. For example, the District's offer continues the inequities of its pre-1999 compensation system and fails to address inequitable and noncompetitive wages, particularly for the more experienced secretarial employees. (In fact in 1999, seventeen of these employees received a written promise from the Employer that they would receive catch-up increases in addition to annual across the board increases in each of the next three years.) The Union next argues that clerical employee turnover is comparatively high (approximately 37%) and presents a serious problem for attracting and retaining qualified employees which the Employer's sub-standard starting rates and problematic schedule structure fail to address. In contrast, the Union's wage proposals incorporate a significant and needed "catch-up" component and begin to bring the District in closer line with school district and Manitowoc community comparables. Although the Union proposal results in a large number of "off-schedule" employees, the Union believes this is a predictable result of its serious attempt to address in a responsible manner two decades of District mismanagement. Moreover, provisions similar to the adjustments proposed by the Union have been incorporated into voluntary settlements between comparable public employers and similar bargaining units.

The Union further argues that the District's failure to propose a wage schedule not only continues a failed system of individual bargaining but is fundamentally at odds with Wisconsin's public sector collective bargaining statute, MERA, and is contrary to all the comparables. The Union points to arbitration awards which have favored final offers which incorporate salary schedules. For similar reasons, the Union also opposes the District's proposal which reserves a right for the Employer to hire above the minimum wage rate under certain circumstances.

Finally, the Union vigorously contests the Employer's costing of the parties' final offers which it believes unrealistically inflates the cost of the Union's offer. It points to errors regarding wages of specific employees as well as its general objection to the "cast forward" method used by the Employer (which fails to take into account savings when highly paid employees leave) and the Employer's inclusion of its 1999 promised "catch-up" pay for seventeen bargaining unit members. It also believes that the Employer's total package costing must be rejected because it is based upon incomplete and unexplained data which is not directly comparable.

For all the above reasons, the Union concludes its final offer is more reasonable, particularly in light of the "savings" the District has enjoyed for many years due to its failure to compensate adequately and fairly members of this bargaining unit in comparison to other public employees in comparable employment.

DISCUSSION

In this proceeding, there is a familiar but important threshold disagreement between the parties over the question of what are the appropriate comparable school districts. Both parties agree that Fond du Lac, Plymouth, Sheboygan, and Two Rivers School Districts are appropriate primary comparables (even though clerical/secretarial employees in the Two Rivers School District are not

represented). The District also includes Green Bay, Kiel, and Sheboygan Falls School Districts as secondary comparables because 2002-03 data is not yet available for two of the primary comparables, Plymouth and Two Rivers School Districts. Both parties have used various City and County settlements for additional public employment comparisons.

Although the pool of agreed-upon primary school district comparables is modest, particularly because there are no 2002-03 data from Plymouth, the undersigned believes that it is not appropriate to consider Green Bay (with its much greater school enrollment) or Kiel and Sheboygan Falls (with their much smaller school enrollments) as appropriate comparables in this proceeding. Thus she looks to Fond du Lac, Plymouth, Sheboygan, and Two Rivers School Districts as the primary external comparables. Since members of various clerical/secretarial employee bargaining units of the City and County may have significantly different job duties from members of this bargaining unit, she looks with some caution to these units as secondary comparables..

With this threshold issue determined, the Arbitrator turns to the substantive issues in dispute which must be analyzed in light of the statutory factors and weighting set forth in §111.70(4)(cm)(7)-(7r). The record in this proceeding demonstrates that both parties have devoted considerable time and energy to present exhibits and arguments concerning all unresolved issues in their dispute over the contents of their initial collective bargaining agreement. Although the parties have stated their views that key principles are at stake concerning many of the disputed issues, it is apparent that most of their attention has centered on the two interrelated issues relating to wages and health insurance. Accordingly, while each unresolved issue will be discussed, the Arbitrator will follow the lead of the parties by giving priority to the issues of wages and health insurance.

Although not necessarily determinative, first consideration must be given to the greatest weight factor set forth in §111.70(4)(cm)(7). The Employer argues that the well known fiscal crises that Wisconsin school districts will face in 2003-04 due to the state's unprecedented budget gap requires the District to take responsible steps immediately in anticipation of this extremely serious situation. Accordingly, it has argued that the greatest weight factor must take into account the anticipated (but not yet determined) drop in the state's share of school funding and the adverse affect that the District will face if it has to fund the Union's offer from its current budget, continue the increased expenditure level resulting if the Union's offer is selected into 2003-04 and future years, and bargain in good faith in the shadow of this fiscal crises with its multiple bargaining units as collective bargaining agreements expire.

Although the District is to be commended for considering steps which may be taken now to address the anticipated budget crisis beginning 2003-04, it would not be equitable to require this bargaining unit to shoulder a disproportionate burden of the coming fiscal crises in determining what is the more reasonable final offer package for the three year period of its initial collective bargaining agreement expiring June 30, 2003. Unlike some other bargaining units, this bargaining unit has had the misfortune to proceed to impasse arbitration at the time when grim facts concerning the state's biennial budget for 2003-05 and its inevitable adverse impact upon Wisconsin school districts and municipalities have become public and all levels of Wisconsin government are struggling with how to deal with Wisconsin's fiscal crisis which will have a direct impact beginning with the 2003-04 year. The Employer has stated that there is money in this year's regular District budget to fund its final offer; the Union looks to the District's reserve fund, if necessary, to fund the difference between the cost of the District's final offer and the cost of the Union's offer. The Union believes that unit members' current below market wages has been a factor over many years in keeping local tax rates below average and, therefore, it would not be inequitable to tap the District's reserve fund if needed to pay for implementing its final offer. In any case, the undersigned has considered the greatest weight factor, §111.70(4)(cm)(7), and does not find that it is relevant in this proceeding for a collective bargaining agreement covering three years beginning July 1, 2000.

The next factor to be considered is the greater weight provision of §111.70(4)(cm)(7g) which requires consideration of economic conditions in the geographical area covered by the Manitowoc School District. The parties agree that this factor is relevant in this proceeding, but they strongly disagree about its application. The District points to comparatively high unemployment rates and low per capita income as justification for its lower economic package while the Union points to the District's substantial reserve fund, its decisions to fund several major capital expenditures from its reserve fund, its comparatively low tax rates, and its generous wage and fringe benefit treatment of non-represented employees and administrators as justification for its final offer which contains greater wage and health insurance benefits than the District's. The District counters that it is not a good idea to pay for this settlement out of the reserve fund since that fund should be used for one time expenses such as capital and long term items. In light of the mixed facts concerning the District's local economic conditions presented by the parties, particularly when the comparables are considered, the Arbitrator must conclude that neither party has established that local economic conditions clearly mandate the selection of either the District's or the Union's final offer. She proceeds, therefore, to analyze the issues, particularly those relating to wages and health insurance, in light of the factors set forth in §111.70(4)(cm)(7r).

Wages:

The parties' wage dispute is complicated by history. In 1999 and prior to the Union's certification, the Employer adopted a Wage Plan together with catch-up pay increases for some employees who are now members of this bargaining unit. These steps were taken by the District to address various internal and external pay inequities. The Union is particularly concerned that its initial contract include significant steps which address many long standing wage inequities. It, therefore, vigorously opposes the District's final offer approach which merely sets forth minimum wages for new and existing employees, contains no wage schedule, and proposes across-the-board percentage increases, cents per hour increases, or a combination thereof. On the other hand, the District is especially concerned about the high total cost of the Union's wage proposal and the fact that, under the Union's wage offer, only 30% of the bargaining unit employees are placed on the Union's proposed wage schedule while the remaining 70% are "off schedule." The District questions the type of confusing and partial solution that the Union is proposing and urges patience and realism in resolving this bargaining unit's long-standing problems. Needless to say, both parties emphasize these serious defects in the other party's wage proposals.

Final offer whole package impasse arbitration is not a suitable procedure to resolve this type of structural wage dispute when both parties' wage proposals contain defects. The wage structure dispute is further complicated because there is no consensus about the costing of the wage offers. It is impossible to be certain about the economic consequences of either parties' wage offers from the exhibits in this proceeding.² Although the Union attacks the District's costing of both offers as over-inflated, it offers none of its own. In the view of the Arbitrator, it is clear that the parties should be in the process of developing and adopting a rational wage schedule. In this proceeding, the District offers none and the Union's proposal is only partial since 70% of the bargaining unit is placed "off schedule." It is also apparent that the preferred solution would involve a professional and cooperative effort to achieve a satisfactory, long term solution but neither offer reflects such an approach. There is no evidence that such an effort has been attempted. In this situation, the undersigned is able to play only a limited role. She may review the statutory factors to determine

² Some Union objections to the Employer's costing are: 1) overestimating the Union's offer by including pre-July 1, 2000 probationary increases; 2) including July 1, 2000 increases for employees accreted on July 11, 2000; 3) using the casting forward-method with its predictable effect of overestimating costs; and 4) including equity raises for seventeen current employees which the Employer obligated itself in 1999 to implement in future years.

which of the troublesome wage proposals is the more reasonable - or less unreasonable - one. She finds that both parties' wage offers contain structural deficiencies and they both fail to provide a promising basis for future negotiations. Because of the Arbitrator's significant reservations about both wage offers and their economic impacts, she believes that the only rational step for her is to put this issue aside and proceed to consider the other issues in dispute. If wages were the only issue involved in this proceeding, however, the Arbitrator believes she would reluctantly select the District's wage offer with the hope that the parties would use the opportunity presented by their next round of negotiations to develop, or begin to develop, a mutually acceptable rational wage structure for this unit.

Health Insurance:

In addition to wages, health insurance is a critical economic issue which requires close review. Each party contends that its proposal continues the status quo and that the burden is on the other party to justify that party's proposed change. For many years, the District provided health insurance for all of its employees, represented and non-represented, by means of a flat dollar amount or 95% of the premium, whichever was greater, and for many years the District increased the dollar amounts so that the effect was to have the District pay the full cost of both single and family health insurance coverage. Since the parties' contract for 2000-03 has remained unsettled, members of this bargaining unit have been paying 5% of the cost of their health insurance and that cost has rapidly risen over the three year period. This de facto situation is the basis for the Employer's claim that requiring bargaining unit members to pay a "modest" 5% of their health insurance premiums is a continuation of the status quo. As additional justification, the Employer points to the enormous jump in health insurance costs over the past three years, particularly the increases in excess of 18% per year during the most recent two years. The Union claims its proposal requiring the Employer to pay the full premium during the first two years of the agreement and increasing the flat amount for 2002-03 to the full amounts for single and family plan premiums respectively is merely a continuation of the District's prior health insurance payments policy particularly because the Union proposal also expressly includes the 95% ("whichever is greater") language for 2002-03.

There is no doubt that issues regarding health insurance play a large, sometimes dominant, role in negotiations in both the private and public sectors, due in large part to rapidly escalating premium costs and projections of additional future premium increases. A number of employers, including this Employer, argue that employee health insurance premium contributions are an appropriate method to control costs because when employees contribute a share for premiums, they are more receptive to redesigning existing health care plans. The undersigned has not been provided with solid evidence for this intuitive contention. There is solid public support, however, for the proposition that, as public employers face rapidly escalating employee health insurance premiums and tighter budgets, it is reasonable for employers to expect their employees to share at least some part of the premium increases. Although the District would have an even stronger position supporting this argument if it had required administrators and non-represented employees to contribute 5% for their health insurance premiums beginning July 1, 2002 or earlier (instead of July 1, 2003, after the expiration of this collective bargaining agreement), it is able to point to a number of internal and external comparables as support for its health insurance proposal. Accordingly, the Arbitrator believes that the District's final offer on health insurance is to be preferred based upon the statutory factors of §111.70(4)(cm)(7r).³

³ There is an additional health insurance issue. The Union has proposed a statement be included in the agreement stating: "The Board shall guarantee equal coverage if the carrier is changed." The District objects to this language as unnecessary. It notes the District is currently self-insured and, accordingly, there is no District (insurance) carrier. At the same time, the

Before turning to the remaining issues in dispute, some observations relating to consideration of total packages or total compensation appear relevant. The Union objects to the District's total package costing, arguing that QEO style accounting does not apply to this bargaining unit and is not mandated by public policy considerations. The Union is certainly correct that this school district bargaining unit is not covered by the special statutory provisions relating to QEOs applicable to bargaining units of professional school district employees. However, for many years one factor now listed as an "other factor" in §111.70(4)(cm)(7r)(h) has required mandatory consideration of "the overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received." No bargaining unit or public employer is authorized to disregard this statutory factor although the undersigned acknowledges that few arbitration proceedings include complete and useable total compensation comparisons. In any proceeding such as this one, a party may properly challenge the accuracy of any total compensation data presented by the other party but there is no authority to reject arguments based upon valid total package costing. In fact, there is much public and academic support for paying close attention to the "real" or "total" costs of collective bargaining outcomes when such information is available..

Other Issues:

There are a number of other issues in dispute which need to be considered. They will be discussed in the order in which they appear in the parties' proposed collective bargaining agreement.

The Union proposes that Article II (C) include a provision requiring the Employer to pay for time spent by Union stewards, officers, grievants, and employee witnesses in grievances and other conferences with the Employer. It also proposes a cross reference in Article V (F)(4) while the Employer proposes a statement in Article V (F)(4) that "each party shall also bear any costs associated with the presentation of its evidence or witnesses." Many collective bargaining agreements contain provisions similar to that proposed by the Union because effective presentation of grievances, informal and formal, serves the interest of both labor and management. If the District is concerned about abuses by the Union, it is free to negotiate about additional limitations or controls. As the Union points out, its proposal already contains a number of management controls. On this issue, the Union's position is preferable and is supported by a number of internal and external comparables. The District has not made a convincing argument that the Union should wait longer for this type of provision because of the newness of this relationship.

Reviewing the parties' proposals relating to job posting, the parties agree that there are several distinct issues. They are: 1) a Union proposal that qualifications and determination of qualifications "shall not be arbitrary, capricious, discriminatory or unreasonable" with no corresponding District proposal; 2) a District proposal guaranteeing that "internal candidates will be given first consideration for the vacant position before the position is posted externally"; 3) a District proposal stating that it "retains the right to select the most qualified applicant, whether in or outside of the bargaining unit, for any position using the [seven listed] criteria...." and a Union proposal which includes the same seven criteria and states "within a reasonable period after the completion of the

District also acknowledges that such language is included in the paraprofessionals and custodian/maintenance agreements and the Union points out that such language is part of the parties' tentative agreement in regard to dental insurance. Despite the presence of this language in other District collective bargaining agreements (and even in the tentative agreement between these parties), the Arbitrator does not believe it is reasonable to include it as proposed by the Union until its meaning and application in these circumstances are clarified.

[internal] posting period, the job shall be awarded to the senior qualified employee when qualifications are relatively equal...If no qualified employee applies for the position, the District may fill the job from the outside.”; and 4) a Union proposal guaranteeing that an employee selected has a right to be assigned work [and pay] of prior position “or such other position as may be available” after a 20 day “trial” period if employee is “unable to satisfactorily meet the responsibilities of the new job....” with no corresponding District proposal.

The Employer strenuously objects to the Union’s unique language requiring that qualifications and the determination of employee qualifications shall not be arbitrary, capricious, discriminatory or unreasonable because it fears excessive grievances. Whether the Employer’s fear is justified or not, the Union has provided only one local example of language similar to its proposal (in a City of Manitowoc agreement). In the light of this lack of support for the Union’s proposal, the District’s position on this issue is preferable.

The parties have submitted significantly different language about how vacancies are to be filled. The District proposal gives internal candidates “first consideration” but retains the right to select the most qualified applicant, internal or external, based on the agreed upon criteria. In contrast the Union requires that the job be filled by the senior qualified employees when qualifications based upon the agreed upon criteria) are “relatively equal” and authorizes the District to fill the position with an external applicant only when “no qualified employee” applies for the vacancy. This is a traditional labor-management dispute and it is understandable that the proposals diverge in critical ways. The Union acknowledges that the internal comparables are split although it points to other City and County bargaining unit agreements which contain language similar to the provisions it proposes while the District asserts that in practice (although not in language) the District’s custodial/maintenance unit supports the District’s position as does language in the four comparable school districts. The Arbitrator appreciates the Union’s concern about what “first consideration” will mean when applied and the absence of District language requiring seniority to govern when there are two or more “relatively equal” internal candidates. However, she notes that the District’s proposal incorporates some accommodations to Union concerns including listing seniority as one criterion for selection. Even though the Union is disappointed that the District’s proposal does not provide greater protections for qualified internal candidates and there are some Manitowoc community collective bargaining agreements which provide support for the Union’s position, the undersigned believes that the Employer proposal’s emphasis on selecting the “most qualified” applicant rather than a “qualified” employee is the more reasonable one in this proceeding primarily because there is no strong support among the primary internal and external comparables and the District’s position is strongly supported by the “interests and welfare of the public” factor set forth in §111.70(4)(cm)(7r).

The final issue between the parties involving Article VII - Job Posting relates to the Union’s proposal which provides bargaining unit members selected to fill a vacancy with a 20 day trial period. If the employee is unable to satisfactorily meet the responsibilities of the new job within that period, that employee “will be reassigned to his/her former position or such other position as may be available” at the same rate of prior pay. The District has no proposal on this topic and strongly objects to the Union’s proposal because it is disruptive, discourages outside applicants, and is not supported by a majority of external comparables. At the hearing, the Employer sought to allay Union fears that employees who fill new positions and fail to meet the Employer’s job expectations would be fired. In the judgement of the Arbitrator, the Employer has made a persuasive case about the potential disruptions to the District if the Union’s proposed 20 day trial period were instituted. Also few of the primary external comparables and only one internal comparable has a provision similar to the Union’s proposal. Accordingly, the Arbitrator finds the District’s position to be more reasonable on this issue.

The parties’ positions are also wide apart in proposals relating to layoff and recall seniority.

The Union's language provides for layoffs in reverse order of seniority providing the remaining employees are qualified to do the remaining work while the District's language uses similar language but looks to an employee's seniority within one of four classifications the District has established for wage purposes. Similarly, the Union's recall rights are also based upon bargaining unit seniority while the District's recall rights are based upon classification/departmental seniority. The District argues for its position because it minimizes the disruption caused by unit-wide "bumping" rights, takes into account the diverse jobs performed by unit members while recognizing seniority, and takes into account the greater diversity of skills and abilities of members of this bargaining unit when compared to internal and external bargaining comparables. The Union points out that its proposal is based upon language found in the custodial/maintenance unit's agreement and is also supported by the paraprofessionals' agreement and external comparables. The Union is particularly concerned about the District's proposal because it does not permit a more senior and highly qualified employee in the bargaining unit to bump a more junior employee who is in a different and "lower" classification. It is also critical of the lack of clarity in the District's proposal because the District has failed to provide any list of positions in each classification. It notes that the only clue the District has provided in its final offer is a list of incumbents and their proposed classification for purposes of applying the "cast forward" method of costing. (See pages 3-4 of attachment to Exhibit "A.") Because the District's offer fails to provide critical facts to enable the Arbitrator to review the reasonableness of applying its wage classifications to layoffs and recall rights and because these classifications play such a key role in the District's offer, she believes that the Union's proposal must be considered the more reasonable one.

The issue relating to a paid personal day for each bargaining unit member merits discussion next. The Union's proposal for the paid personal day is opposed by the District because the District has already reached tentative agreement with the Union to phase in additional vacation days for school year bargaining unit members and it considers that to be an "exchange" for dropping all paid personal leave days for unit members. The Employer also points out that none of its organized employees enjoy paid personal days (although it admits that non-represented employees do). On the other hand, the Union believes equitable treatment for calendar year employees as well as many external comparables require both the additional paid holidays for school year employees as well as a continuation of the status quo of one personal day for all bargaining unit members. The record does not disclose what the parties' understandings, implicit or explicit, were when they reached their tentative agreements. Unquestionably, the tentative agreements contain a variety of improvements for bargaining unit members and these improvements are relevant in this proceeding. In light of the internal comparables and the District's concessions in the tentative agreements, the Arbitrator believes the District's offer is more reasonable.

Finally, as part of its wage offer, the Employer includes a provision reserving its right to start an employee above the minimum wage rate based upon several factors as long as that wage rate does not exceed the wage rate of an existing employee in the same job classification with equivalent qualifications and years of experience. The Union seriously objects to the District's proposal viewing it as an additional way the District proposes to distort the compensation system and frustrate this newly formed bargaining unit. While the Employer believes that this provision balances employees' need for fairness and the District's need to be able to recruit qualified staff, this unique provision is clearly a low priority one for the District and it has not been justified by the Employer by any of the statutory factors. Accordingly, if this were the sole issue in dispute, the Arbitrator concludes that the Union's position is more reasonable.


The Arbitrator has discussed the disputed issues in this proceeding and set forth her findings on each issue. On some issues, she believes the Employer's proposal is more reasonable; on other issues, she believes the Union's proposal is more reasonable. However, this proceeding is final offer whole package arbitration and she is required to choose one parties' entire final offer based upon the

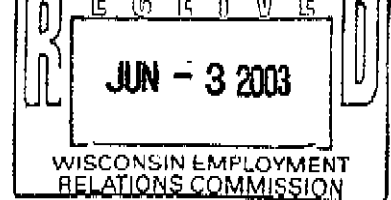
statutory factors. While she recognizes that many of the issues other than wages and health insurance are important ones for the parties and ultimately for the public, she believes that special consideration must be given to wages and health insurance. She has noted that the parties have devoted most of their time and energies in their written arguments to these twin issues. She already has discussed her reservations about both parties' wage offers and her conclusion that the Employer's health insurance offer is more reasonable. Accordingly, the Arbitrator selects the Employer's final offer whole package reasonable based upon the statutory factors set forth in §111.70(4)(cm)(7r).

AWARD

Based upon the statutory criteria, the evidence and arguments presented by the parties, and the discussion set forth above, the Arbitrator selects the final offer of the Employer and directs that the Employer's final offer be made part of the parties' collective bargaining agreement together with the items contained in their tentative agreement.

May 22, 2003
Madison, Wisconsin


June Miller Weisberger
Arbitrator



1. ARTICLE V - GRIEVANCE PROCEDURES

Section F.4. Add: "Each party shall also bear any costs associated with the presentation of its evidence or witnesses."

2. ARTICLE VII - JOB POSTING

A. Add to the third paragraph: "Internal candidates will be given first consideration for the vacant position before the position is posted externally."

B. The District retains the right to select the most qualified applicant, whether in or outside of the bargaining unit, for any position using the criteria of: (1) job related experience, (2) knowledge, (3) education, (4) skills, (5) abilities, (6) seniority, and (7) meeting the essential job functions as outlined in the job description.

3. ARTICLE VIII - SENIORITY

B. Layoff: Layoffs will be in the reverse order of seniority within each of the four classifications affected (see wage schedule for description of the four classifications and corresponding positions within each classification), provided the remaining employees are qualified to do the remaining work.

Recall: Recall of employees from layoff shall be to the classification from which they were laid off so that an employee with the greatest seniority in the classification is called back first provided they are qualified to perform the available work. The District will recall the next most senior employee to the classification from which they were laid off and so on.

4. ARTICLE X - ABSENCE WITH PAY POLICY

G.1. Paid Vacation - Tentative Agreement

Period of Uninterrupted Employment

Vacation - Work Days

Less than 1 year
0 to 6 months (7/1/02)
6 months to 1 year (7/1/02)

Prorated
0 days
5 days

EXHIBIT "A"

5. ARTICLE XI - INSURANCE

A. Hospital and Surgical Insurance

2. The District will provide up to \$548.91 in 2000-01, \$651.23 in 2001-02, and \$770.93 in 2002-03 per month toward payment of the family premium, \$254.98 in 2000-01, \$301.72 in 2001-02, and \$359.10 in 2002-03 per month toward payment of the single premium, or 95% of either premium, whichever is higher.

6. ARTICLE XIV - WAGES

A. (See attached.)

- B. General increases will begin with negotiated dates. Rate changes because of change of job will begin on date of job change. When an employee moves to a higher paid classification, he or she shall receive the increase in pay as measured by the differential between the two classifications' starting wage rates. When an employee moves to a lower paid classification, he or she shall receive the decrease in pay as measured by the differential between the two classifications' starting wage rates.

Manitowoc Public School District

Secretarial Union Employees

Salaries	1999-2000	2000-2001
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0.00% Base % Increase
\$0.46 Base \$ Increase

Total Salaries	\$620,141.45	\$651,431.12
Percent Increase		5.046%
Dollar Increase		31,289.67

Fringe Benefits	1999-2000	2000-2001
	Percent %	Amount

WI Retire.-Employee	5.65%	\$35,037.99	5.35%	\$34,851.56	
WI Retire.-Employer	5.65%	35,037.99	5.35%	34,851.56	
FICA	7.65%	47,440.82	7.65%	49,834.48	
Health Insurance (see attached)					
-Family	27.50	\$527.85	174,190.50	\$548.91	181,140.30
-Single	2.00	\$243.62	5,846.88	\$254.98	6,119.52
Dental Insurance (see attached)					
-Family	26.00	\$66.88	19,127.68	\$77.80	22,250.80
-Single	2.00	\$24.38	536.36	\$28.00	616.00
-Dentacare-Family	2.00	\$64.12	1,410.64	\$68.93	1,516.46
-Dentacare-Single	0.00	\$20.99	0.00	\$22.56	0.00
Life Insurance		\$134.88	1,483.68	\$141.69	1,558.59
LTD	0.350%		2,116.92	0.350%	2,223.94

Total Fringe Benefits	\$322,229.46	\$334,963.21
Percent Increase		3.95%
Dollar Increase		12,733.75

Salaries and Fringe Benefits	1999-2000	2000-2001
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Total Salaries and Fringe Benefits	\$942,370.91	\$986,394.33
Percent Increase		4.67%
Dollar Increase		44,023.42

Additional Benefits

Holiday - Wages		74.11
Holiday - WI Retire.-Employee	5.35%	3.96
Holiday - WI Retire.-Employer	5.35%	3.96
Holiday - FICA	7.65%	5.67
		87.70

Vacation - Wages		0.00
Vacation - WI Retire.-Employee	5.35%	0.00
Vacation - WI Retire.-Employer	5.35%	0.00
Vacation - FICA	7.65%	0.00
		0.00

Total Salaries and Fringe Benefits	942,370.91	986,482.03
Percent Increase		4.68%
Dollar Increase		44,111.12

Manitowoc Public School District Secretarial Union Employees

Salaries	2000-2001	2001-2002	2002-2003
		2.50% Base % Increase \$0.27 Base \$ Increase	1.00% Base % Increase \$0.42 Base \$ Increase
Total Salaries	\$824,659.69	\$866,649.32	\$905,979.42
Percent Increase		5.092%	4.538%
Dollar Increase		41,989.63	39,330.10

Fringe Benefits		2000-2001		2001-2002		2002-2003	
		Rate	Amount	Rate	Amount	Rate	Amount
WI Retire.-Employee		5.35%	\$44,119.29	5.20%	\$45,065.76	5.30%	\$48,016.91
WI Retire.-Employer		5.35%	44,119.29	5.20%	45,065.76	5.30%	48,016.91
FICA		7.65%	63,086.47	7.65%	66,298.67	7.65%	69,307.43
Health Insurance (see attached)							
-Family	32.50	\$548.91	214,074.90	\$651.23	253,979.70	\$770.93	300,662.70
-Single	2.00	\$254.98	6,119.52	\$301.72	7,241.28	\$359.10	8,618.40
Dental Insurance (see attached)							
-Family	31.00	\$77.80	26,529.80	\$80.20	27,348.20	\$86.00	29,326.00
-Single	3.00	\$28.00	924.00	\$28.80	950.40	\$30.80	1,016.40
-Dentacare-Family	2.00	\$68.93	1,516.46	\$74.10	1,630.20	\$75.73	1,666.06
-Dentacare-Single	0.56	\$22.56	138.97	\$24.25	149.38	\$24.78	152.64
Life Insurance		\$169.63	1,865.93	\$178.27	1,960.97	\$186.36	2,049.96
LTD		0.350%	2,223.94	0.350%	2,830.24	0.350%	2,974.32
Total Fringe Benefits		\$404,718.57		\$452,520.56		\$511,807.73	
Percent Increase				11.81%		13.10%	
Dollar Increase				47,801.99		59,287.17	

Salaries and Fringe Benefits	2000-2001	2001-2002	2002-2003
Total Salaries and Fringe Benefits	\$1,229,378.26	\$1,319,169.88	\$1,417,787.15
Percent Increase		7.30%	7.48%
Dollar Increase		89,791.62	98,617.27

Additional Benefits					
Holiday - Wages		74.11		3,153.05	5,776.35
Holiday - WI Retire.-Employee	5.20%	3.85	5.20%	163.96	306.15
Holiday - WI Retire.-Employer	5.20%	3.85	5.20%	163.96	306.15
Holiday - FICA	7.65%	5.67	7.65%	241.21	441.89
		87.48		3,722.18	6,830.54
Vacation - Wages					1,104.48
Vacation - WI Retire.-Employee				5.30%	58.54
Vacation - WI Retire.-Employer				5.30%	58.54
Vacation - FICA				7.65%	84.49
		0.00		0.00	1,306.05
Total Salaries and Fringe Benefits		\$1,229,465.74		\$1,322,392.06	\$1,425,922.74
Percent Increase				7.60%	7.79%
Dollar Increase				93,426.32	103,031.68

secretaries firm

0.00% 50.46

Salaries and Employee Benefits																									
Last Name	First Name	Grade	Rate	Time	Salary	Health	Dental	Life	Acc	Dis	Ret	Other	Total	Rate	Time	Salary	Health	Dental	Life	Acc	Dis	Ret	Other	Total	
Augustenborg	Barbara	II	1.00	10M	206	8	1,648	f	af	x	1.09	x	9.06	14,930.88	9.58	9.58	15,787.84	5.74%							
Barfoot	Kathy	IV	0.75	10M	196	6	1,176			x	0.66	x	7.61	8,949.36	8.08	8.08	9,502.08	6.18%							
Baumann	Patricia	IV	0.75	10M	191	6	1,146	f	af	x	0.85	x	7.25	8,308.50		8.00	9,168.00	10.34%							
Bessler	Stefanie	II	1.00	12M	260	8	2,080	f	af	x	1.08	x	8.50	17,680.00		9.35	19,448.00	10.00%							
Brown	Linda	II	1.00	12M	260	8	2,080	f	af	x	0.00	x	8.72	18,137.60	9.41	9.41	19,572.80	7.91%							
Busse	Sandra	III	1.00	12M	260	8	2,080	f	af	x	3.36	x	13.14	27,331.20		13.60	28,288.00	3.50%							
Cayenberg	Kim	II	1.00	12M	260	8	2,080	f	af	x	1.26	x	8.75	18,200.00		9.35	19,448.00	6.86%							
Chisnack	Helen	II	1.00	12M	260	8	2,080	f	af	x	18.43	x	15.37	31,969.60		15.83	32,926.40	2.99%							
Cleisman	Becky	II	1.00	10M	206	8	1,648	f	af	x	0.00	x	9.10	14,996.80	9.60	9.60	15,820.80	5.49%							
Deubler	Mary Jo	II	1.00	12M	260	8	2,080	f	af	x	3.46	x	8.50	17,680.00		9.35	19,448.00	10.00%							
Diedrich	Sandra	II	1.00	10M	206	8	1,648	f	af	x	1.80	x	9.10	14,996.80	9.60	9.60	15,820.80	5.49%							
Doerfler	Judith	IV	1.00	10M	191	7	1,337	s	as	x	9.54	x	10.61	14,185.57		11.07	14,800.59	4.34%							
Fricke	Margaret	II	1.00	10M	206	8	1,648	f	df	x	1.18	x	9.08	14,963.84	9.59	9.59	15,804.32	5.62%							
Fuller	Barbara	II	1.00	12M	260	8	2,080	f	af	x	10.44	x	14.03	29,182.40		14.49	30,139.20	3.28%							
Gigure	Shirlee	IV	0.75	10M	191	6	1,146	f	af	x	4.56	x	7.42	8,503.32	7.98	8.00	9,168.00	7.82%							
Hatfield	Cynthia	III	1.00	12M	260	8	2,080	f	af	x	3.00	x	11.75	24,440.00		12.21	25,396.80	3.91%							
Jacky	Suzanne	III	1.00	10M	211	8	1,688	f	af	x	3.26	x	9.82	16,576.16		10.28	17,352.64	4.68%							
Kellner	Joan	II	1.00	10M	206	8	1,648	f	af	x	3.46	x	10.34	17,040.32		10.80	17,798.40	4.45%							
Klein	Kay	II	1.00	1																					

Anitowoc Public School District

Salaries and Employee Benefits

															Catch-up or Plus \$ amount		Rate of Catch-up or Percent plus \$ amount		Percent plus \$ amount	
															0.00%	\$0.46	2.50%	\$0.27	1.00%	\$0.42
Last Name	First Name	Grade	Step	Month	Year	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
Augustenborg	Barbara	II	1.00	10M	206	8	1,648	f	af	x	1.09	x	9.58	9.58	15,787.84	10.10	10.10	16,644.80	5.43%	10.62
Barfoot	Kathy	IV	0.75	10M	196	6	1,176			x	0.66	x	8.08	8.08	9,502.08	8.55	8.55	10,054.80	5.82%	9.06
Baumann	Patricia	IV	0.75	10M	191	6	1,146	f	af	x	0.85	x		8.00	9,168.00		8.50	9,741.00	6.25%	9.01
Bessler	Stefanie	II	1.00	12M	260	8	2,080	f	af	x	1.08	x		9.35	19,448.00		10.00	20,800.00	6.95%	10.52
Brown	Linda	II	1.00	12M	260	8	2,080	f	af	x	0.00	x	9.41	9.41	19,572.80	10.10	10.10	21,008.00	7.33%	10.62
Busse	Sandra	III	1.00	12M	260	8	2,080	f	af	x	3.36	x		13.60	28,288.00		14.21	29,556.80	4.49%	14.77
Cayemborg	Kim	II	1.00	12M	260	8	2,080	f	af	x	1.26	x		9.35	19,448.00		10.00	20,800.00	6.95%	10.52
Cichanek	Helen	II	1.00	12M	260	8	2,080	f	af	x	18.43	x		15.83	32,926.40		16.50	34,320.00	4.23%	17.09
Deltman	Becky	II	1.00	10M	206	8	1,648	f	af	x	0.00	x	9.60	9.60	15,820.80	10.10	10.11	16,661.28	5.31%	10.63
Deubler	Mary Jo	II	1.00	12M	260	8	2,080	f	af	x	3.46	x		9.35	19,448.00		10.00	20,800.00	6.95%	10.52
Diedrich	Sandra	II	1.00	10M	206	8	1,648	f	af	x	1.80	x	9.60	9.60	15,820.80	10.10	10.11	16,661.28	5.31%	10.63
Doerfler	Judith	IV	1.00	10M	191	7	1,337	f	af	x	9.54	x		11.07	14,800.59		11.62	15,535.94	4.97%	12.16
Fricke	Margaret	II	1.00	10M	206	8	1,648	f	af	x	1.18	x	9.59	9.59	15,804.32	10.10	10.10	16,644.80	5.32%	10.62
Fuller	Barbara	II	1.00	12M	260	8	2,080	f	af	x	10.44	x		14.49	30,139.20		15.12	31,449.60	4.35%	15.69
Gigore	Shirley	IV	0.75	10M	191	6	1,146	f	af	x	4.56	x	7.98	8.00	9,168.00	8.56	8.56	9,809.76	7.00%	9.07
Halford	Cynthia	III	1.00	12M	260	8	2,080	f	af	x	3.00	x		12.21	25,396.80		12.79	26,603.20	4.73%	13.34
Jacky	Suzanne	III	1.00	10M	211	8	1,888	f	af	x	3.26	x		10.28	17,352.64		10.81	18,247.28	5.16%	11.34
Kelner	Joan	II	1.00	10M	206	8	1,648	f	af	x	3.46	x		10.80	17,798.40		11.34	18,688.32	5.00%	11.87
Klein	Kay	II	1.00	12M	260	8	2,080	f	af	x	2.10	x		12.28	25,342.40		12.86	26,748.80	4.72%	13.41
Korlesky	Patricia	IV	1.00	10M	191	7	1,337	f	af	x	8.06	x		11.07	14,800.59		11.62	15,535.94	4.97%	12.16
Krupka	Lynn	IV	0.75	10M	191	6	1,146			x	0.76	x	7.96	8.00	9,168.00	8.58	8.58	9,832.68	7.25%	9.09
Larson	Cindy	III	1.00	10M	201	8	1,608	f	af	x	1.68	x		8.75	14,070.00		9.25	14,874.00	5.71%	9.76
Luedtke	Teresa	III	0.44	10M	206	3.5	721				0.08	x	8.82	8.82	6,359.22	9.35	9.35	6,741.35	6.01%	9.86
McDougall	Renee	III	1.00	10M	206	8	1,648	f	af	x	5.40	x		8.75	14,420.00		9.25	15,244.00	5.71%	9.76
Miller	Melissa	IV	0.50	12M	260	4	1,040	f	af	x	0.00	x		8.00	8,320.00		8.50	8,840.00	6.25%	9.01
Neuser	Sandra	III	1.00	12M	260	8	2,080	f	af	x	16.71	x		14.50	30,160.00		15.13	31,470.40	4.34%	15.70
Noworatzky	Bonnie	IV	0.75	10M	191	6	1,146			x	0.00	x	8.08	8.08	9,259.68	8.55	8.55	9,798.30	5.82%	9.06
Reindl	Doris	III	1.00	10M	201	8	1,608	f	af	x	5.76	x		10.47	16,835.76		11.00	17,688.00	5.06%	11.53
Rhea	Joan	III	0.44	10M	206	3.5	721				8.90	x		13.40	9,661.40		14.01	10,101.21	4.55%	14.57
Rydewski	Darlene	II	1.00	10M	206	8	1,648	f	af	x	1.80	x	9.78	9.92	16,348.16	10.24	10.44	17,205.12	5.24%	10.96
Schaff	Barbara	II	1.00	12M	260	8	2,080	f	af	x	3.12	x		13.14	27,331.20		13.74	28,579.20	4.57%	14.30
Schroeder	Cynthia	III	1.00	10M	206	8	1,648	f	af	x	1.68	x	9.10	9.31	15,342.88	9.56	9.81	16,166.88	5.37%	10.33
Simons	Cynthia	III	1.00	12M	260	8	2,080	f	af	x	1.80	x	9.03	9.27	19,281.60	9.49	9.77	20,321.60	5.39%	10.29
Specht	Connie	III	1.00	12M	260	8	2,080	f	af	x	3.60	x		13.30	27,664.00		13.90	28,912.00	4.51%	14.46
Sprang	Cynthia	II	1.00	12M	260	8	2,080	f	af	x	3.12	x		12.91	26,852.80		13.50	28,080.00	4.57%	14.06
Svachna	Victoria	II	1.00	10M	185.5	8	1,484	f	af	x	2.88	x		16.39	24,322.76		17.07	25,331.88	4.15%	17.66
															134.88					
Eichorn-LeBeau	Deann	IV	1.00	10M	185	4.5	837	f	af	x	0.00	x		8.61	7,206.57		9.10	7,616.70	5.69%	9.61
Janusen	Cheryl	I	1.00	12M	260	8	2,080	f	af	x	1.66	x		11.74	24,412.00		12.30	25,584.00	4.80%	12.84
Meyer	Leslie	I	1.00	12M	260	8	2,080	f	af	x	0.00	x		14.54	30,234.00		15.17	31,593.60	4.36%	15.74
Olson	Patricia	II	1.00	12M	260	8	2,080	f	af	x	16.13	x		13.27	27,601.60		13.87	28,849.60	4.52%	14.43
Petrick	Mary	II	1.00	12M	260	8	2,080	f	af	x	8.64	x		11.74	24,412.00		12.30	25,584.00	4.77%	12.84
Wagner	Mary	I	1.00	12M	260	8	2,080	f	af	x	0.00	x		12.85	27,120.00		13.56	28,604.80	4.00%	14.17
Walters	Leanne	II	1.00	12M	260	8	2,080	f	af	x	1.51	x		10.69	22,235.20		11.23	23,358.40	5.05%	11.76
43			33.13					36	38	34	27.94	36			824,659.69			866,649.32		908,979.42
Health-I		12/II		22	10M			f	33	32	af							5.092%		4.538%
Health-II		12/III		21	12M			f	3	3	af									
Health-III		9/IV						f	2	af										
Dental-I											1	af								
Dental-II			31.00																	
Dental-III			3.00																	
Dental-IV			2.00																	
Dental-V			0.56																	

MANITOWOC SCHOOL DISTRICT CLERICAL EMPLOYEES

WAGES

Minimum Wage for New Employee 3.0%

Classification	2000-2001	2001-2002	2002-2003
I	9.80	10.50	10.82
II	9.10	9.75	10.04
III	8.50	9.00	9.27
IV	7.75	8.25	8.50

Minimum Wage for Existing Employee (+ \$.25)

Classification	2000-2001	2001-2002	2002-2003
I	10.05	10.75	11.07
II	9.35	10.00	10.29
III	8.75	9.25	9.52
IV	8.00	8.50	8.75

All employees covered under this agreement shall receive at least the minimum wage for new employees based on the employee's classification (see the attached schedule). All current employees shall receive at least the minimum wages for existing employees based on the employee's classification (see the attached schedule).

The District reserves the right to start an employee above the minimum wage rate based on qualifications, prior experience, and job market availability provided, however, that the wage rate paid to the employee hired does not exceed the wage rate paid to an existing employee in the same job classification with equivalent qualifications and years of experience.

The wage increase for 2000-2001 reflects a \$0.46 per hour increase. The wage increase for 2001-2002 reflects a 2.50% increase plus \$0.27 per hour increase. The wage increase for 2002-2003 reflects a 1.00% increase plus \$0.42 per hour increase.

Insurance Costs

Description	1999-2000	2000-2001		Percent Increase	2001-2002		Percent Increase	2002-2003	
	Insurance Payment (100%)	Insurance Payment (100%)	Insurance Payment (95%)		Insurance Payment (100%)	Insurance Payment (95%)		Insurance Payment (100%)	Insurance Payment (95%)
Health Insurance									
-Family	527.85	577.80	548.91	18.64%	685.50	651.23	18.38%	811.50	770.93
-Single	243.62	268.40	254.98	18.33%	317.60	301.72	19.02%	378.00	359.10
Dental Insurance									
-Family	66.88	77.80	N/A	3.08%	80.20	N/A	7.23%	86.00	N/A
-Single	24.38	28.00	N/A	2.85%	28.80	N/A	6.94%	30.80	N/A
-Dentacare-Family	64.12	68.93	N/A	7.51%	74.10	N/A	2.20%	75.73	N/A
-Dentacare-Single	20.99	22.56	N/A	7.47%	24.25	N/A	2.19%	24.78	N/A

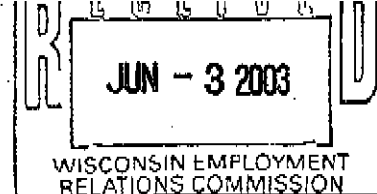
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Manitowoc Public School District

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Vacation Pay

Last Name	First Name	Code	Days	Added Vacation	2002-2003 Hourly Rate	Vacation Pay
Augustenborg	Barbara	10M	8	0	10.62	0.00
Barfoot	Kathy	10M	6	0	9.06	0.00
Baumann	Patricia	10M	6	0	9.01	0.00
Bessler	Stefanie	12M	8	0	10.52	0.00
Brown	Linda	12M	8	0	10.62	0.00
Busse	Sandra	12M	8	1	14.77	118.16
Cayemberg	Kim	12M	8	0	10.52	0.00
Cichantek	Helen	12M	8	1	17.09	136.72
Delsman	Becky	10M	8	0	10.63	0.00
Deubler	Mary Jo	12M	8	0	10.52	0.00
Diedrich	Sandra	10M	8	0	10.63	0.00
Doerfler	Judith	10M	7	0	12.16	0.00
Fricke	Margaret	10M	8	0	10.62	0.00
Fuller	Barbara	12M	8	1	15.69	125.52
Gigure	Shirlee	10M	6	0	9.07	0.00
Hatfield	Cynthia	12M	8	1	13.34	106.72
Jacky	Suzanne	10M	8	0	11.34	0.00
Kellner	Joan	10M	8	0	11.87	0.00
Klein	Kay	12M	8	1	13.41	107.28
Korlesky	Patricia	10M	7	0	12.16	0.00
Krupka	Lynn	10M	6	0	9.09	0.00
Larson	Cindy	10M	8	0	9.76	0.00
Luedtke	Teresa	10M	3.5	0	9.86	0.00
McDougall	Renee	10M	8	0	9.76	0.00
Miller	Melissa	12M	4	0	9.01	0.00
Neuser	Sandra	12M	8	1	15.70	125.60
Noworatzky	Bonnie	10M	6	0	9.06	0.00
Reindl	Doris	10M	8	0	11.53	0.00
Rhea	Joan	10M	3.5	0	14.57	0.00
Rydzewski	Darlene	10M	8	0	10.96	0.00
Schaff	Barbara	12M	8	0	14.30	0.00
Schroeder	Cynthia	10M	8	0	10.33	0.00
Simono	Cynthia	12M	8	0	10.29	0.00
Specht	Connie	12M	8	1	14.46	115.68
Sprang	Cynthia	12M	8	0	14.06	0.00
Svacina	Victoria	10M	8	0	17.66	0.00
Added Group Members						
Eichorn-LeBeau	Jean	10M	8	0	9.61	0.00
Janssen	Cheryl	12M	8	0	12.84	0.00
Meyer	Leslie	12M	8	0	15.74	0.00
Olson	Patricia	12M	8	1	14.43	115.44
Peterik	Mary	12M	8	0	12.84	0.00
Wagner	Mary	12M	8	1	19.17	153.36
Walters	Leanne	12M	8	0	11.76	0.00
44				9		1,104.48



The final offer of the Union shall include the tentative agreements and the following final offer (language in dispute is bolded):

ARTICLE II - UNION ACTIVITIES, Section C. Add the following:

Time spent in grievances and other conferences with the employer during working hours shall not be deducted from the steward or officers of the Union, grievants, and employee witnesses.

ARTICLE V - GRIEVANCE PROCEDURE, Section F. Arbitration, 4. Add the following:

Each party shall also bear any costs associated with the presentation of its evidence or witnesses except as otherwise provided in this Agreement.

ARTICLE VII - JOB POSTING, Section A. Posting, paragraph 3. Add the following:

The qualifications for the position and the determination of employee qualifications shall not be arbitrary, capricious, discriminatory or unreasonable.

ARTICLE VII - JOB POSTING, Section B. Add the following:

- B. **Job Award. Within a reasonable period after the completion of the posting period, the job shall be awarded to the senior qualified employee when qualifications are relatively equal. The criteria used to determine applicant qualifications shall consist of: (1) job related experience, (2) knowledge, (3) education, (4) skills, (5) abilities, (6) seniority, and (7) meeting the essential job functions as outlined in the job description. If no qualified employee applies for the position, the District may fill the job from the outside.**

ARTICLE VII - JOB POSTING, Section C.

- C. **Reassignment. An employee selected to fill a posted position will be reassigned the work of his/her former position or such other position as may be available if he/she is unable to satisfactorily meet the responsibilities of the new job within twenty (20) working days. If an employee is reassigned to "such other position", his/her rate of pay shall not be less than the rate of pay he/she received prior to the award to fill the posted position.**

ARTICLE VIII - SENIORITY, Section B. Layoffs, paragraph 1. Add the following:

- B. Layoffs: Layoffs shall be in inverse order of seniority provided the remaining employees are qualified to do the remaining work.**

ARTICLE VIII - SENIORITY, SECTION B. Layoffs, paragraph 2.

Employees shall be recalled in order of seniority provided they can do the available work. Laid off employees shall be recalled before any new employees are hired, provided that the laid off employees can do the available work.

ARTICLE X - ABSENCE WITH PAY POLICY, Section F. Paid Holidays, 1. Add the following:

Personal Day

ARTICLE X - ABSENCE WITH PAY POLICY, Section F. Paid Holidays, 2., paragraph 1. Add the following:

Personal Day

ARTICLE X - ABSENCE WITH PAY POLICY, Section G. Paid Vacations, Section 1.

(Tentative Agreement)

<u>Period of Uninterrupted Employment</u>	<u>Vacation - Work Days</u>
less than one year	prorated
0 to 6 months(07/01/02)	0 days
6 months to 1 year(07/01/02)	5 days

ARTICLE XI - INSURANCE, Section A. Hospital and Surgical Insurance, 2. Add the following:

The District shall pay the full premium during the first and second years of the Agreement. Effective July 1, 2002, the District shall pay up to \$811.50 per month of the family plan premium or ninety five (95) percent of the premium, whichever is higher. Effective July 1, 2002, the District shall pay up to \$378.00 per month of the single plan premium or ninety five (95) percent of the premium, whichever is greater.

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ARTICLE XI - INSURANCE Section A. Hospital and Surgical Insurance, 5.

The Board shall guarantee equal coverage if the carrier is changed.

ARTICLE XIV - WAGES, Section B

General increases will begin with negotiated dates. Increases because of step progression within a position will be effective on the employee's anniversary date in the position. When an employee is promoted to a higher paid position he or she shall be placed at the step of the new position which provides an increase in pay and shall thereafter advance on the anniversary date in the new position until the top step is achieved. An employee who moves to an equal paying position shall maintain the same pay step and anniversary date for step progression. An employee who moves to a lower paid position shall be placed at the pay step of the new position which provides a decrease in pay and shall thereafter advance on the anniversary date in the new position until the top step is achieved. Employees who are off of the schedule who are promoted and are at a wage rate that exceeds the top rate of the new position rate shall receive a raise equivalent to the difference between the maximum rates of the two (2) positions. Employees who are off the schedule who move to a lower paid position and are at a wage rate that exceeds the top rate of the new position shall be placed on schedule at the top step. Rate changes because of change of job will begin on date of job change.

Appendix A- Wage Schedule

GROUP I	START RATE	6 MOS	1 YR	2 YRS
July 1, 2000 RATES	9.80 ¹	10.05 ²	10.35 ³	10.66 ⁴
July 1, 2001 RATES	10.50 ⁵	10.75 ⁶	11.07	11.40
July 1, 2002 RATES	10.82	11.07	11.40	11.74
January 1, 2003 Rates	11.14	11.39	11.73	12.08 ⁷
CLASSIFICATIONS				
Secretary to the Director of Student Learning				
Secretary to Coordinator of Pupil (CWD) Services				
Administrative Assistant-District Administration Building				

¹Employer's "Minimum Rate" as guaranteed in a letter to all District Clerical Employees in 1999.

²This rate is \$0.25 cents greater than the start rate per the tradition in the bargaining unit.

³ This rate is 3% greater than the 6 mos rate.

⁴This rate is 3% greater than the 1 year rate.

⁵ Employer's "Minimum Rate" as guaranteed in a letter to all District Clerical Employees in 1999.

⁶This rate is \$0.25 cents greater than the start rate per the tradition in the bargaining unit.

⁷This rate is consistent with the unit wide cents per hour increase over the Agreement.

GROUP II	START RATE	6 MOS	1 YR	2 YRS
July 1, 2000 RATES	9.10 ⁸	9.35	9.63	9.92
July 1, 2001 RATES	9.75 ⁹	10.00	10.30	10.61
July 1, 2002 RATES	10.10	10.35	10.66	10.98
January 1, 2003 RATES	10.44	10.69	11.01	11.34 ¹⁰
CLASSIFICATIONS				
Senior High School Head Secretary				
Junior High School Head Secretary				
Secretary to Library Media Department Chair				
Secretary to Department Coordinators				
Elementary School Head Secretary				
Attendance Officer- Lincoln High School				
High School Receptionist/Secretary to Athletics Director				
Instructional Services Cataloging and Purchasing Secretary				
Business Office- Accounts Payable Secretary				
Business Office- Assistant Payroll Secretary				
Business Office- Purchasing/District Travel Secretary				
District Admin. Bldg. Receptionist/ Public Information Spec.'s Secty				
Senior High School Guidance Secretary				

⁸Employer's "Minimum Rate" as guaranteed in a letter to all District Clerical Employees in 1999.

⁹Employer's "Minimum Rate" as guaranteed in a letter to all District Clerical Employees in 1999.

¹⁰This rate is consistent with the unit wide cents per hour increase over the Agreement.

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GROUP III	START RATE	6 MOS	1 YR	2 YRS
July 1, 2000 RATES	8.50 ¹¹	8.75	9.01	9.28
July 1, 2001 RATES	9.10 ¹²	9.35	9.63	9.92
July 1, 2002 RATES	9.47	9.72	10.01	10.31
January 1, 2003 RATES	9.84	10.09	10.39	10.70 ¹³
CLASSIFICATIONS				
CWD Assistant Secretary				
Business Office Assistant				
Media Services- Non Print/ Science Kits Secretary				
Senior High School Attendance Secretary				
Senior High School Finance Secretary				
Media Services- Audio-Visual Production/Cable TV/Equipment Secretary				
Junior High School Attendance/ Finance Secretary (Formerly Junior High School Assistant Secretary)				
Junior High School Guidance Secretary				
Printing Department- Printer-day position				

¹¹Employer's "Minimum Rate" as guaranteed in a letter to all District Clerical Employees in 1999.

¹²Employer's "Minimum Rate" as guaranteed in a letter to all District Clerical Employees in 1999.

¹³This rate is consistent with the unit wide cents per hour increase over the Agreement.

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GROUP IV	START RATE	6 MOS	1 YR	2 YRS
July 1, 2000 RATES	7.75 ¹⁴	8.00	8.24	8.49
July 1, 2001 RATES	8.25 ¹⁵	8.50	8.76	9.02
July 1, 2002 RATES	8.67	8.92	9.19	9.47
January 1, 2003 RATES	9.09	9.34	9.62	9.91 ¹⁶
CLASSIFICATIONS				
Elementary School Office Support				
Printing Department- Printer-night position				
Substitute Services Secretary (Sub Caller)				

¹⁴Employer's "Minimum Rate" as guaranteed in a letter to all District Clerical Employees in 1999.

¹⁵Employer's "Minimum Rate" as guaranteed in a letter to all District Clerical Employees in 1999.

¹⁶This rate is consistent with the unit wide cents per hour increase over the Agreement.

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Employees On-Schedule

The following employees shall be paid according to the schedule outlined above. The chart that follows provides an example of how the schedule should be applied to the following employees, as well as to all new employees hired during the term of the Agreement.

Employee	Current Regular Rate	Wage Group	Date of Hire	Scheduled Movement											
				7-1-00	8-21-00 ¹⁷	2-21-01	7-1-01	8-9-01	7-1-01	8-21-01	11-1-01 ¹⁸	5-1-01	7-1-02	11-1-02	1-1-03
Bauman Patricia	7.25	4,3,2	August 30, 1999	\$8.00	\$8.50	\$8.75	\$9.35	\$9.35	\$9.63	\$9.75	\$10.00	\$10.35	\$10.66	\$11.01	
Brusky Tiffany	9.00	2	August 9, 2000	\$9.10	\$9.35	\$10.00	\$10.30	\$10.30	\$10.66	\$10.98	\$11.34				
Busse Virginia	7.75	4	Sept. 11, 2000	\$7.75	\$8.00	\$8.50	\$8.76	\$8.76	\$9.19	\$9.47	\$9.91				
Deubler Mary	8.75	2	August 16, 1999	\$9.35	\$9.63	\$10.30	\$10.61	\$10.61	\$10.98	\$11.34					
Elchom - LeBeau Jean	8.95	4	February 12, 2000	\$9.02	\$9.47	\$9.91									
Heldorf Patricia	8.75	2	January 30, 2001	\$9.10	\$9.75	\$10.00	\$10.30	\$10.30	\$10.61	\$10.98	\$11.34				
McDougall Renee	8.25	3	August 16, 1999	\$8.75	\$9.01	\$9.63	\$9.92	\$9.92	\$10.31	\$10.70					

¹⁷Bauman became a Junior High School Assistant Secretary on August 21, 2000.

¹⁸Bauman became a Junior High School Head Secretary on November 1, 2001.

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Noworatzky Bonnie	9.06	2	August 14, 2000	8-14-00 ¹⁹ \$9.10	2-14-00 \$9.35	7-1-01 \$10.00	8-14-01 \$10.30	7-1-02 \$10.66	8-14-02 \$10.98	1-1-03 \$11.34		
Owens Kathy	7.25	4	February 6, 2002	2-6-02 \$8.25	7-1-02 \$8.67	7-6-02 \$8.92	1-1-03 \$9.34	2-6-03 \$9.62				
Employee	Current Regular Rate	Wage Group	Date of Hire	Scheduled Movement								
Penning Carole	8.00	3	November 19, 2001	11-19-01 \$9.10	5-19-01 \$9.35	7-1-02 \$9.72	11-19-02 \$10.01	1-1-03 \$10.39				
Rhein Debbie	8.25	3	August 23, 2001	8-23-01 \$9.10	2-23-02 \$9.35	7-1-02 \$9.72	8-23-02 \$10.01	1-1-03 \$10.39				
Schneider Connie	8.75	3	April 16, 2001	4-16-01 \$8.60	7-1-01 \$9.10	10-16-01 \$9.35	4-16-02 \$9.63	7-1-02 \$10.01	1-1-03 \$10.39	4-16-03 \$10.70		
Spurney Julie	7.75	4	August 22, 2000	8-22-00 \$7.75	2-22-01 \$8.00	7-1-01 \$8.50	8-22-01 \$8.76	7-1-02 \$9.19	8-22-02 \$9.47	1-1-03 \$9.91		
Widmer Lynna	7.75	4	May 22, 2000	7-1-00 \$7.75	11-22-00 \$8.00	5-22-01 \$8.24	7-1-01 \$8.76	5-22-02 \$9.02	7-01-02 \$9.47	1-1-03 \$9.91		

¹⁹Noworatzky became an Elementary School Head Secretary on August 14, 2000.

(m)(w)

Retroactive Wages - Former Employees

The wage rates of the following Employees who have terminated their employment with the District during the term of the Agreement shall be increased according to the following chart.

Employee	Current Pay Regular Group Rate	Date of Hire	July 1, 2000 District Catch-Up Adjustment	July 1, 2000 Increase	January 1, 2001 Increase	July 1, 2001 District Catch-Up Adjustment	July 1, 2001 Increase	January 1, 2002 Increase	Termination Date
Abts	7.25	4	December 10, 2001	Compensate according to the Wage Schedule					January 18, 2002
Bydalek	7.25	4	December 21, 2001	Compensate according to the Wage Schedule					June 8, 2001
Cayenberg	8.75	2	August 16, 1999	Compensate according to the Wage Schedule					October 31, 2001
Dalsman	9.10	2	August 15, 1996	\$0.50	\$0.31	\$0.32			January 5, 2001
Fricke	9.08	2	August 15, 1997	\$0.51	\$0.31	\$0.32			November 14, 2000
Perry	7.25	4	August 27, 2001	Compensate according to the Wage Schedule					December 9, 2001
Rhea	12.94	3	September 6, 1974		\$0.31	\$0.32			June 19, 2001
Simono	8.81	2	August 17, 1998	\$0.27	\$0.31	\$0.32			March 8, 2001
Thayer	7.25	4	May 1, 2000	Compensate according to the Wage Schedule					September 8, 2000

(m)w

Wage Rates - Employees Off Schedule

The current wage rates of the following Employees shall be increased according to the following chart.

Employee	Current Regular Rate	July 1, 2000 District Catch-Up Adjustment	July 1, 2000 Increase	January 1, 2001 Increase	July 1, 2001 District Catch-Up Adjustment	July 1, 2001 Increase	January 1, 2002 Increase	July 1, 2002 Increase	January 1, 2003 Increase
Augustenborg	9.06	\$0.52	\$0.31	\$0.32	\$0.52	\$0.34	\$0.35	\$0.36	\$0.37
Brown	8.72	\$0.69	\$0.31	\$0.32	\$0.69	\$0.34	\$0.35	\$0.36	\$0.37
Busse	13.14		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Cichantek	15.37		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Diedrich	9.10	\$0.50	\$0.31	\$0.32	\$0.50	\$0.34	\$0.35	\$0.36	\$0.37
Doerfler	10.61		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Eichhorn-LeBeau	8.95	Employee moves to wage schedule upon her second anniversary 2-12-02							
Fuller	14.03		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Gigure	7.42	\$0.56	\$0.31	\$0.32	\$0.56	\$0.34	\$0.35	\$0.36	\$0.37
Hatfield	11.75		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Jacky	9.82		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Janssen	12.21						\$0.09	\$0.36	\$0.37
Kellner	10.34		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Klein	11.82		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Korlesky	10.61		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Krupka	7.38	\$0.58	\$0.31	\$0.32	\$0.58	\$0.34	\$0.35	\$0.36	\$0.37
Luedtke	8.29	\$0.53	\$0.31	\$0.32	\$0.53	\$0.34	\$0.35	\$0.36	\$0.37
Meyer	15.12							\$0.36	\$0.37
Neuser	14.04		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Noworatzky	7.61	\$0.47	\$0.31	\$0.32	Employee moves to Wage Schedule upon promotion 8-14-00				
Olson	13.80							\$0.36	\$0.37
Peterik	12.21						\$0.09	\$0.36	\$0.37
Reindl	10.01		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Rydzewski	9.46	\$0.32	\$0.31	\$0.32	\$0.32	\$0.34	\$0.35	\$0.36	\$0.37
Schaff	12.68		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Schroeder	8.85	\$0.25	\$0.31	\$0.32	\$0.25	\$0.34	\$0.35	\$0.36	\$0.37
Specht	12.84		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Sprang	12.45		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Svacina	15.93		\$0.31	\$0.32		\$0.34	\$0.35	\$0.36	\$0.37
Wagner	18.56							\$0.36	\$0.37
Walters	11.12						\$0.17	\$0.36	\$0.37

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