BEFORE THE ARBITRATOR

In the Matter of the Arbitration of an Impasse Between	:	
SCHOOL DISTRICT OF RIVER FALLS	:	Case 45 No. 61757
and	:	INT/ARB-9776 Dec. No. 30925-A
WEST CENTRAL EDUCATION ASSOCIATION RIVER FALLS PARA-PROFESSIONALS	:	

Appearances:

Weld, Riley, Prenn & Ricci, Attorneys at Law, by Stephen L. Weld, for the Municipal Employer.

Brett J. Pickerign, Executive Director, for the Association.

ARBITRATION AWARD

The above-captioned parties selected, and the Wisconsin Employment Relations Commission appointed (Case 45, No. 61757, INT/ARB-9776, Dec. No. 30925-A, 7/1/04) the undersigned Arbitrator to issue a final and binding Award pursuant to Sec. 111.70(4)(cm)6 and 7 of the Municipal Employment Relations Act resolving an impasse between those parties by selecting either the total final offer of the School District or the total final offer of the Association.

A hearing was held in River Falls, Wisconsin, on October 28, 2004. No transcript was made. Final briefs were exchanged on January 4, 2005. Related Awards, specified below, were received by the Arbitrator on approximately February 26, 2005.

The collective bargaining unit covered in this proceeding consists of para-professional employees, classified as teacher aides. There are approximately 33 such employees. The parties are seeking an agreement for 2002 through 2004. This would be their second collective bargaining agreement covering this bargaining unit.

Approximately concurrently with the instant proceeding, the parties also submitted to arbitration impasses in other bargaining units. Two of those units consisted of bus drivers and special assistants, respectively. The Awards in those arbitrations were issued by Arbitrator James W. Engmann on February 18, 2005, and received by the undersigned as specified above.

Arbitrator Engmann's aforesaid awards mainly addressed the single item at impasse in the instant case, health insurance costs. In both awards he considered many of the same arguments

presented to the undersigned, with some fact variations that are not judged to be material herein. He also applied the same statutory criteria as are applicable herein. He determined in both matters that the final offer of the School District should be adopted.

If the undersigned disagrees to any extent with Arbitrator Engmann's analysis, it is without disagreement respecting his ultimate conclusions.

Specifically, the parties are seeking a contract to cover the 2002-2003 and 2004-2005 school years. The instant employees are school-year employees, not calendar-year employees. The District offer is to continue to pay $286 per month toward the health insurance payments in both school years. The Association's offer is that, for the 2003-2004 school year, the District should pay 100% of the single coverage and 50% of the family coverage costs.

Arbitrator Engmann concluded, and the undersigned concurs, that the dispositive flaw in the Association's offer is its failure to rationalize its offer's application to employees who are not only not full-year employees, but are in some cases not even full-day employees. Put another way, the Association offer suffers from its failure to pro-rate the benefit in issue. This position, in turn, undermines the comparisons, both internal and external, that the Association emphasizes.

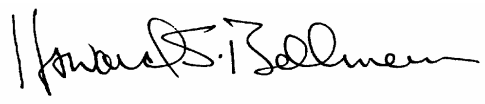
Thus, while the undersigned is not persuaded that the District cannot afford more generous health insurance benefits; and sees, as did Arbitrator Engmann, that given the District's offer, the employees' wages will be increasingly devoted to health insurance; it is concluded that an approach that ignores the substantial variations in the employees' connections to the Employer should not be sustained.

The undersigned would not base the Award on the principle that an historic practice should not be revised without a commensurate quid-pro-quo. This is only a second contract and an abusive practice should be corrected because it is abusive. Nor are the parties' speculations regarding the responses of the insurer convincing. The determining factor is the dubious rationality of the Association's offer as a matter of sound and conventional employment relations practice. (It also seems appropriate to note that consistency of treatment among these non-calendar year units weighs in favor of the Employer's offer.)

AWARD

On the basis of the foregoing, and the record as a whole, it is the decision and Award of the undersigned Arbitrator that the final offer of the School District should be, and hereby is, selected.

Signed at Madison, Wisconsin, this 1st day of March, 2005.



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Arbitrator