

BEFORE THE ARBITRATOR

In the Matter of the Petition of

OCONTO ESP ASSOCIATION
(PARAPROFESSIONALS, SECRETARIES AND
BOOKKEEPERS)

To Initiate Arbitration Between Said Petitioner and

OCONTO UNIFIED SCHOOL DISTRICT

[Case 35

No. 63015

INT/ARB-10044

Dec. No. 30958-A]

Appearances:

Mr. James A. Blank, Executive Director, United Northeast Educators, 1136 North Military Avenue, Green Bay, WI 54303, appearing on behalf of the Oconto Educational Support Personnel Association.

Mr. John A. Hasse, Esq. and Kim M. Gasser, from Godfrey & Kahn, S.C., Attorneys at Law, 333 Main St., Suite 600, P.O. Box 13067, Green Bay, WI 54307-3067, appearing on behalf of the Oconto Unified School District.

ARBITRATION AWARD

The Oconto Unified School District, herein the District or the Employer, is a municipal employer maintaining its offices at 400 Michigan Ave., Oconto, WI 54153. The Oconto Educational Support Personnel Association, (Paraprofessionals, Secretaries and Bookkeepers), herein the Union, is a labor organization maintaining its offices at 1136 North Military Avenue, Green Bay, WI 54303. At all times material herein, the Union has been and is the exclusive collective bargaining representative of a bargaining unit consisting of all regular full time and part time

bookkeeper(s), administrative assistants and paraprofessional employees, but excluding all supervisors, professional employees, managers, confidential employees, casual employees and all other employees whose job description does not fall under the category of bookkeeper(s), administrative assistants and paraprofessional employees.

The Union and the District were parties to a collective bargaining agreement covering the time period of July 1, 2001 through June 30, 2003. The parties exchanged their initial proposals and bargained on matters to be included in a successor collective bargaining agreement. On November 21, 2003 the Union filed with the Wisconsin Employment Relations Commission (herein the Commission) a petition to initiate interest arbitration with the District. On January 26, 2004 a member of the Commission's staff conducted an investigation which reflected that the parties were deadlocked in their negotiations. By June 25, 2004 the parties submitted their final offers to the Commission. On July 6, 2004 the Commission ordered that arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse existing between the parties. The Commission furnished the parties with a panel of arbitrators for the purpose of selecting a single arbitrator to resolve said impasse. On July 29, 2004 the parties advised the Commission that they had selected the undersigned as arbitrator in this matter.

Pursuant to the agreement of the parties, hearing was held on November 9, 2004 in Oconto, WI. Settlement efforts did not resolve the issues. At the hearing the parties were afforded the opportunity to present evidence and arguments. The hearing was not transcribed. Initial briefs and reply briefs were filed and exchanged by the parties and were received by the arbitrator on April 4, 2005. The record was closed as of April 4, 2005.

BACKGROUND:

-

The parties based the costing of their final offers on 22 employees in the bargaining unit. The 6 clerical employees, the computer technician and the bookkeeper each work 2,088 hours annually. The 14 paraprofessionals work between 971 and 1,388 hours annually. The District has two other bargaining units, i.e., 105 employees in the teacher unit and 19 employees in the custodial and food service unit.

The parties reached tentative agreements on all but two issues, i.e., health and dental insurance contributions by the District and wages.

INSURANCE The 2001-03 contract provided that for regular full time employees (defined as employees working 2000 or more hours per calendar year) the District would pay 90% of the premiums for health insurance and dental insurance. The District's insurance proposal is that an employee must work at least 1500 hours per year in order to be eligible for ninety percent payment of the insurance premiums by the District. An employee working less than 1500 hours per year will receive a pro-rated premium contribution from the District based on the ratio of hours worked compared to 1500 hours. The Union's insurance proposal is to continue the 90% payment of the insurance premiums by the District for regular full-time employees. The Union further proposes that, effective September 1, 2004 for regular part-time employees the District will pay 90% of the insurance premiums times the number of hours scheduled to work in a year divided either by 2000 hours for the bookkeeper/accounts payable, computer technician and administrative assistant classifications or by 1260 hours for the paraprofessionals.

WAGES The parties reached a tentative agreement to give 3% wage increases to the administrative assistants and the computer technician classifications in each year of the contract. The District proposed 3% increases in each year of the contract for the bookkeeper and paraprofessional classifications. The Union proposed a 2% wage increase in the first year of the contract and no wage increase in the second year for the paraprofessionals. The Union proposed a 4% increase in each year of the contract for the bookkeeper classification.

FINAL OFFERS:

The final offers are attached and identified as attachment A (Union) and B (District).

-

-

Arbitral Criteria:

Section 111.70(4)(cm) MERA states in part:

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 shall give the greatest weight to any state law or directive lawfully issued by a state legislative 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 panel 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 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 any proposed settlement.
- d. Comparison 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. 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 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 in 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.

h. 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.

-

POSITION OF THE UNION:

ABILITY TO PAY--The statutory criteria support the Union's offer. While the issue of revenue controls cannot be ignored, it nevertheless has little meaning in this District where state aids are

at their highest level in the history of the District, the District is operating with a cash surplus and the District did not raise the inability to pay argument at the hearing. The District is in sound financial condition and has the ability to meet the costs of the Union's proposed settlement. The difference between the final offers is less than \$12,000, an amount which is only .081% of the District's 2004-05 budget of \$14,686,461. Such an amount should not control the result in this case. The Union is aware the District has experienced enrollment declines in recent years and was forced to make some budget cuts, including staff reductions. However, it only increased its property tax rate by \$.08 per \$1,000 in 2003-04 over 2002-03. In its 2004-05 budget the District cut \$91,478 out of programs, materials, supplies and equipment, while adding four part-time paraprofessional positions at a cost of \$34,850 and increased attorney fees of \$10,000. The net budget reduction is .3% of the District's total revenues in 2004-05. Staff reductions and program cuts are just part of doing business in districts with declining enrollments and revenue controls. Since the greatest weight factor is not a factor, then the remaining criteria take precedence.

COMPARABLES--The school districts of Kewaunee and Luxemburg-Casco have non-union support staffs and should be excluded from the primary comparable group. The primary group then would consist of the remaining schools in the Packerland Athletic Conference, i.e., Algoma, Denmark, Gibraltar, Sevastopol, Southern Door and Sturgeon Bay. The secondary comparable group should consist of Pestigo, Oconto Falls and Coleman which have geographic proximity to Oconto and have unionized groups of support staff employees. Lena should be excluded from the secondary comparable group because its support staff is not organized. There is significant arbitral precedent supporting the exclusion of non-union employee groups from consideration.

INSURANCE--The internal and external comparables overwhelmingly support the Union's proposal on health and dental insurance for eligibility based on 1260 hours, rather than the District's proposal for eligibility based on 1500 hours. The Union's comparable group for the proration of health insurance has an average of 1322.75 hours of work per year for district contributions for health insurance. The Union's proposal on eligibility for health insurance is 62.75 hours below the average, while the District's proposal is 177.25 hours above the average.

The District's proposal of 1500 hours is a decrease from the current level of 2000 hours for twelve month employees, but is an increase from the current level of 1000 hours for nine month employees in the food service bargaining unit. Paraprofessional employees earning between \$10,000 and \$17,000 a year cannot afford prorated health insurance based on 1500 hours of work per year. Based on current workloads, those annual premiums would range from \$2,414.20 to \$6,389.43 for a family plan and from \$1,071.56 to \$2,830.42 for a single plan. Further, in costing the insurance proposals, the District assumes all of the paraprofessionals will take family coverage, which is not accurate.

Wages The Union's wage offer for the bookkeeper is more reasonable and provides a minimal catch-up for an employee paid well below the comparables. The bookkeeper is \$2.56 below the average conference maximum in the 2002-03 base year for the comparables. Even the modest catch-up increase proposed by the Union would leave the position \$2.26 below the comparables at the maximum rate, while the District's proposal would leave the bookkeeper \$2.53 below the average maximum rate.

Given the need for a quid pro quo and the desire for health benefits, the Union did not believe it could maintain its wage ranking among the comparables as well as obtain a proration level of 90% District paid health and dental benefits. Thus, it reduced its wage offer by \$10,148 below the District's offer of 3% per cell, even though it was cognizant that its offer will slightly reduce its ranking among the comparable group.

-

POSITION OF THE DISTRICT:

ABILITY TO PAY--Implementation of the Union's final offer would place additional pressure on the District's continually tight budget. The impact on the local school district's budget certainly falls within the guidelines of the greatest weight factor. The District cut approximately \$80,000 in supplies, programs and athletics from the budget for the 2004-05 school year. The District also reduced staff positions in order to cut approximately \$432,000 from the budget for the 2004-05 school year. From 2002-03 to 2004-05 the District has cut a number of full-time equivalent positions: administrators (.5) and teachers (9.7), while adding 4 support

support staff positions. If the Union's health and dental insurance proposal is implemented, the District will have to make additional cuts, since the Union's final offer generates \$21,600 in costs above the District's proposal. The District's final offer strikes a balance between the need for prorated health and dental insurance premium contributions with the attendant need for budget restraint.

COMPARABLES--The appropriate comparable pool consists of the eight other school districts in the Packerland Athletic Conference to which conference the District belongs. In a prior interest arbitration proceeding involving the District and the Union, the arbitrator relied on the athletic conference as the primary comparables. The Union should not be allowed to now exclude the non-union staffs from the comparison group when they were included in the comparables in the previous arbitration.

-

INSURANCE Under the 2001-03 contract, the District paid 90% of the health and dental insurance premiums for full-time employees. That contract defined full-time employees as those employees working 2000 or more hours per calendar year and part-time employees as those employees working less than 2000 hours per calendar year. The District's final offer allows employees working 1,500 or more hours per year to have the District pay 90% of the health and dental insurance premiums. Under the Union's proposal, 9 of the 13 paraprofessional employees will be eligible for the 90% premium payment by the District for health and dental insurance. Those payments will generate \$15,733 more in total costs than the District's final offer. As a quid pro quo for the health and dental proposals, the Union has offered a lower wage increase in year 1 and a wage freeze in year 2 for the paraprofessional classification. However, the net impact of the Union's quid pro quo is a package costing \$16,000 more than the District's final offer. Such a result is not a significant quid pro quo. The District's proposed continuance of a 90% contribution for full-time employees and of the reduction of the threshold to 1,500 annual hours are both in line with the external comparables. While some schools provide benefit eligibility at a threshold that is more synonymous with the Union's final offer, not all of the schools provide the lucrative proration formula that the Union is seeking.

WAGES The District's final offer maintains the ranking of the paraprofessionals in the

bargaining unit vis-à-vis the external comparables at 11/18. The Union's final offer results in a regression to 15/18 in the second year of the contract. In the base year of 2002-03 the paraprofessionals were 47 cents an hour below the comparable conference average. Under the District offer the paraprofessionals would be 70 cents an hour below the comparable average in 2004-05. Under the Union offer the paraprofessionals would be \$1.19 an hour below the comparable average in 2004-05. ^{1/} The Union failed to present any persuasive evidence that the bookkeeper deserves a raise greater than the rest of the bargaining unit.

DISCUSSION:

-

ABILITY TO PAY:

The District's economic data fails to establish that the Union's offer would create budget hardships of such a degree that the District would be unable to live within the state imposed revenue caps or other restrictions and, therefore, the Union's offer should be rejected without considering any other factors. Although the District is facing difficult spending decisions, it has a cash surplus and appears able to fund the costs of the Union's offer.

-

^{1/} The statistics describing the wage disparities for the paraprofessionals were not consistent in all the exhibits and the post-hearing briefs. The figures listed both herein and later in the discussion, i.e., 47 cents, 70 cents and \$1.19, were taken from the District's exhibits nos. 78 and 79. The figures in the Union's reply brief had a similar spread, but were not identical, at 37 cents in 2003, 41 cents in 2005 with the District's offer and 90 cents with the Union's offer.

However, the District has reduced staff and made cuts in supplies and programs for the 2004-05 school year. While those actions may have resulted in part from a decline in student enrollment, such acts do reflect an already sparse budget. The Union estimates that its final offer costs less than \$12,000 more than the District's final offer and that said amount is only .081% of the District's 2004-05 budget. But even that small amount needs to be funded from an already tight budget. Thus, the greatest weight factor favors the District and it will be considered with the

other criteria.

APPROPRIATE COMPARABLES:

The parties agree that the primary comparables should be schools in the Packerland Conference. But the Union would exclude two of the conference schools, i.e., Kewaunee and Luxemburg/Casco, from the primary comparables because their support staff employees are non-union. In support of its position the Union cited several interest arbitration awards in which the arbitrators excluded schools with non-union employees from the comparables. The evidence did not show whether any of those awards were the first interest arbitration awards between the parties and, if not, what comparables had been used in the prior cases involving the same parties. The instant case is the second time in their first three contract negotiations that the parties have been unable to voluntarily resolve the terms of their contract and have proceeded to an award. Their initial contract for the years 1998-99, 1999-2000 and 2000-01 was settled through interest arbitration. In that proceeding the parties were in agreement that the primary comparables would be all of the schools in the Packerland Conference, including the two districts, i.e., Kewaunee and Luxemburg/Casco, whose paraprofessionals are not unionized. The Union asserts that the inclusion of Kewaunee and Luxemburg/Casco in the comparables in the parties' first arbitration was an error which error should not be repeated in this case. One of the other factors listed in the statutes requires a comparison of the employees involved in the arbitration proceeding with other employees performing similar services. Said language does not limit that comparison to only employees who are represented by a Union.

The Union also would exclude Luxemburg/Casco because its student enrollment at 1,903 creates a disparity in size when compared to Algoma with a student enrollment of 607. The data reveals two other districts with student enrollments similar to Algoma, i.e., Gibraltar at 637 and Sevastopol at 647. All the other schools in the Packerland conference have student enrollments over 1,100. Five of those schools, including Oconto and Luxemburg/Casco, have at least twice the number of students compared to Algoma, Gibraltar and Sevastopol. Thus, the argument that student enrollment should be a factor in determining the schools to be included in the comparable group is not persuasive. It is concluded that the appropriate comparable group consists of all the

schools in the Packerland conference.

ISSUES:

The unresolved issues are wages for the paraprofessionals and the bookkeeper and health and dental insurance for the paraprofessionals. Those also were issues in the previous interest arbitration between the parties. As noted by Arbitrator Herman Torosian in that case 2/:

The remaining issues addressing health and dental insurance, wages and wage schedule must be considered as a package in determining which of the two final offers is more reasonable. In this regard, there is nothing inherently unreasonable with the Union's objective of lowering the eligibility threshold for insurance so more unit employees can qualify for coverage, and in proposing higher-than-average wage increases to catch up to the wage rates paid by the external comparables school districts. But insurance and wage improvements can be costly. Thus, ultimately, the overall cost of the Union's final offer in achieving its objectives must be determined to be more reasonable than the District's final offer, in order for the Union to prevail.

Currently there is no pro-rata premium payment for employees in this bargaining unit who work less than 2000 hours in a year. Pursuant

-

2/ Oconto Unified School District (Dec. No. 30295-A, 10/9/02, Torosian).

to its contract for the custodial and food service employees, the District already is paying pro-rata premiums for the food service employees based on 90% of the premium times the number of hours an employee is scheduled to work in a year divided by 1,000. Said formula applies to both health insurance and dental insurance premiums. Clearly, that internal comparable supports the Union's offer.

The external comparables are less clear. There is conflicting data concerning the hours of work threshold for employees in the Denmark School District to be eligible for the maximum pro-rated insurance premium payments. The Union interprets the contract covering those employees to set

the threshold at 1,440 hours, while the District interprets the contract to set the threshold at 1,820 hours. If the hours listed in the Union's briefs are used, then the required hours of work necessary to be eligible for health insurance premium payments for the various school districts would be as follows: Algoma-1,260, Denmark-1,440, Gibraltar-1,022, Kewaunee-1,080, Luxemburg/Casco- 2,080, Sevastopol-1,300, Southern Door-950, and, Sturgeon Bay-1,450.^{3/} The average for those eight districts would be 1,322.75 hours. If the District's number of 1820 for Denmark is used, then the average would be 1,370.25 hours. At 1260 hours, Oconto would be below Denmark, Luxemburg/Casco and Sturgeon Bay (and maybe Sevastopol), equal to Algoma and above Gibraltar, Kewaunee and Southern Door. At 1500 hours Oconto would be above all the other schools, except Luxemburg/Casco. Standing alone, the external comparables on hours of work necessary to receive the maximum insurance premium payments support the Union's proposal. However, as noted by Arbitrator Torosian, the open issues must be considered as a package. In its brief the Union stated its understanding that there is a significant cost associated with its proposal for health and dental insurance and, therefore, as a quid pro quo, its

-

^{3/} The number for the Oconto Food Service unit is excluded, since that is an internal, rather than an external, comparable. The Union's initial brief listed both Sevastopol and Southern Door at 900 hours. The Union's reply brief listed Sevastopol at 1,300 hours and Southern Door at 950 hours. The Union's exhibits listed a tentative contract settlement at Sevastopol which agreement indicated 900 hours for 9 month employees and 1,300 hours for 12 month employees.

offer included what it classified as 3 concessions: smaller wage increases for the paraprofessionals than the District offered; a proration based on a greater number of hours than the formula for the food service employees; and, changing from a Managed Care Plan to a Point of Service plan, which would save the District \$5,764.

It must be noted that both final offers provide a new benefit to the paraprofessionals, namely, the ability to receive prorated District payments for the health and dental insurance plans. The difference in the offers is the number of hours necessary to be worked to receive the maximum payment of 90%. It is true that the District's threshold of 1,500 hours is higher than all of the

conference schools except Luxumberg-Casco whose paraprofessionals are not represented. While 1,500 hours does not put the District as close to either the conference average or the average of the six districts whose paraprofessionals are unionized as does the Union's proposal of 1,260 hours, it is seen as a reasonable step in addressing the need both to improve the District's ranking in the conference and to become consistent with the internal comparables.

The District based its costing on the assumption that all of the paraprofessionals will enroll for coverage in the insurance plans. Based on its poll of the paraprofessionals, the Union believes the cost will be much lower because not all of the paraprofessionals will request insurance coverage. But, if all of the paraprofessionals would enroll in the health and dental insurance plans, the difference in cost between the two final offers on insurance would be about \$22,000. It is reasonable for the District to calculate the potential cost of the insurance proposals on the basis that all of the eligible paraprofessionals will sign up for health and dental insurance. However, if not all the eligible employees enroll, then the District should not attempt to take credit in future negotiations for those costs which it now is including as a cost of the package. Conversely, while the Union asserts that, based on its survey of the paraprofessionals, not all of them will apply for insurance coverage, such is not a guarantee.

It is true that under either offer the maximum wage rate for the District's paraprofessionals will continue to lag behind the average maximum wage rate of both the Union's primary comparables and the conference. Although the numbers cited by the parties differ, the final outcome reveals that the gap would be increased more under the Union's offer than under the District's offer. At the end of the 1999-2001 contract, the maximum wage rate for the District's paraprofessionals was 73 cents below the conference average maximum. At the end of the 2001-03 contract the maximum wage rate for the District's paraprofessionals was 47 cents below the conference average maximum. By the end of the 2003-05 contract, the District's paraprofessionals would be below the conference average maximum wage rate by 70 cents per hour under the District's proposal and by \$1.19 per hour under the Union's proposal.

The difference in the parties' proposed wage increases for the bookkeeper is 1% in each of the

two years. The exhibits appear to show some wage catch-up may be appropriate for the bookkeeper, although it is difficult to determine how comparable the duties performed by the District's bookkeeper are to the duties of the other positions cited in the exhibits. Such a comparison requires more detailed information of job duties than was presented in this case. Even if the bookkeeper warrants some wage rate catch-up, that need is outweighed by the increased wage disparity which the paraprofessionals would experience under the Union's offer.

The District argues that the Union's offer does not include an adequate quid pro quo for the major change it seeks in the status quo, i.e., implementing an employer contribution for health and dental insurance for part-time employees at a lower hours of work threshold. Other arbitrators have discussed the issue of the need for a quid pro quo, when a change is sought in the status quo. Some arbitrators have required a quid pro quo. Other arbitrators have not required a quid pro quo when there is support for the change in the comparables. As discussed above, the conference comparables offer support for making health and dental insurance available to employees working less than 2,000 hours in a year. Nonetheless, the quid pro quos offered by the Union are not sufficient to justify adoption of its final offer. The undersigned agrees with the District's assertion that if the Union's offer was adopted, then the Union certainly would seek to recover the increased wage disparity for paraprofessionals in future contracts.

The undersigned is not comfortable with either offer. The Union's wage proposal for the paraprofessionals is too low with respect to the external comparables. Conversely, the internal comparable favors the Union's insurance proposal. After considering all of the factors, the undersigned concludes that the District's offer is the more balanced package. It makes a new benefit of insurance coverage available to the paraprofessionals, while also attempting to minimize the increased disparity between the maximum wage rate of the paraprofessionals and the average maximum wage rate of the paraprofessionals at the other conference schools. While the bookkeeper wage disparity appears to increase slightly under the District's offer in comparison to the Union's offer, such an increase is secondary to the increased wage disparity the paraprofessionals would experience under the Union's offer.

After full consideration of the testimony, exhibits and arguments of the District and the Union

and their relevance to the statutory criteria in 111.70(4)(cm)7, the undersigned enters the following

AWARD

That the final offer of the District shall be incorporated into the 2003-2005 collective bargaining agreement between the parties.

Dated at Madison, Wisconsin, this 13th day of May 2005.

Douglas V. Knudson, Arbitrator

FINAL OFFER
OF THE
OCONTO SUPPORT STAFF ASSOCIATION
(Bookkeeper(s), Administrative Assistants and Paraprofessionals)

RECEIVED
APR 30 2004
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

APRIL 29, 2004

ARTICLE IX - WAGE SCHEDULE AND PAY POLICY

Section 9.01: Attached to, and marked Appendix A and made a part of this Agreement are the mutually attached wage scale and job classification. **(The Union's wage proposal is attached as Appendix A.)**

ARTICLE XII - HEALTH, DENTAL, DISABILITY, & LIFE INSURANCE

Section 12.01: Health Insurance - While reserving the right to select the insurance company, the Board shall consult the Association whenever a change in the "carrier" is contemplated and shall furnish a policy of coverage at least substantially comparable to that now in effect.

1. For Regular Full-time Employees, the District shall pay ninety (90%) **percent** premium and the employees shall pay ten (10%) percent of the premium.
2. For regular Part-time Employees, the District will pay ninety (90%) percent of the premium times the number of hours scheduled to work in a year divided by 2000 hours if in the bookkeeper/accounts payable, computer technician or administrative assistant classification or 1260 hours if in the paraprofessional classification. This clause shall be effective September 1, 2004.

Section 12.02: Dental Insurance - While reserving the right to select the insurance company, the Board shall consult the Association whenever a change in the "carrier" is contemplated and shall furnish a policy of coverage at least substantially comparable to that now in effect.

1. For Regular Full-time Employees, the District shall pay ninety (90%) **percent** premium and the employees shall pay ten (10%) percent of the premium.
2. For regular Part-time Employees, the District will pay ninety (90%) percent of the premium times the number of hours scheduled to work in a year divided by 2000 hours if in the bookkeeper/accounts payable, computer technician or administrative assistant

**classification or 1260 hours if in the paraprofessional classification.
This clause shall be effective September 1, 2004.**

UNDERSTANDINGS BETWEEN THE PARTIES:

All tentative agreements as stated above and in the attached salary schedules shall be effective and retroactive to July 1, 2003 **unless specifically stated otherwise**. All other contract language not specifically amended by this proposal is to remain the status quo per the July 1, 2001 - June 30, 2003 Master Agreement except for the changes noted above, any tentative agreements reached between the parties or amended by mutual agreement between the parties.

The 2001-03 Collective Bargaining Agreement shall be modified editorially, where appropriate, to provide for the new contract term and consistent with the changes outlined herein or amended by mutual agreement between the parties during the term of the agreement.

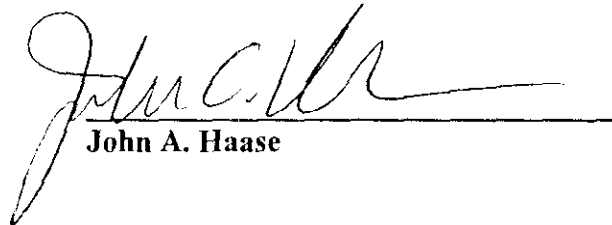
**OCONTO UNIFIED SCHOOL DISTRICT
REVISED FINAL OFFER
June 1, 2004**



The Oconto Unified School District, as and for its final offer for an agreement with the Oconto ESP Association (Bookkeepers, Administrative Assistants and Paraprofessionals) proposes that all terms of the current contract be renewed except as modified by the signed stipulations, if any, of the parties and the attached proposals.

Respectfully Submitted,

GODFREY & KAHN, S.C.



John A. Haase

Mailing Address:

P. O. Box 13067
Green Bay, WI 54307-3067
920/432-9300

The Oconto Unified School District reserves the right to add to, delete from or otherwise modify this offer during the investigation process. The Oconto Unified School District does not consent to the closure of this investigation.

1. **Appendix A – Salary Schedule.** Provide for the following across-the-board increases:

- Year 1 → 3.0% per cell wage increase across the board;
- Year 2 → 3.0% per cell wage increase across the board.

2. **Health/Dental Insurance.** Amend Article 11 so that:

- The District pays 90% of the health and dental insurance premiums for any employee who works 1,500 hours or more per year;
- Any employee working less than 1,500 hours per year can participate in the health and dental insurance plans. In such a case, the District will pay a share of the health insurance premium prorated (from 90%) based on the number of hours actually worked. (Example: Employee works 1300 hours per year. 1300 = 86% of the hours worked to get full employer contribution; thus, employer's contribution for employees working 1300 hours per year would equal 86% of the full District contribution or 75.9% of premium provided by District)

3. **Term of Agreement.** Two years.

4. **Tentative Agreements.** Agreement includes:

- Effective April 1, 2004, the District will implement the “New Choice Point of Service Plan” through the WEA Trust; employees will have the option of purchasing additional benefits at no cost to the District.
- Wage increase of 3% per cell per year for secretaries and computer technicians
- The parties agree to implement 3% per cell wage increase for bookkeepers effective 4/1/04; however, the final bookkeeper wage increase remains in dispute.
- Revise Section 15.02 to add the “day after Thanksgiving” as a holiday.
- Change Section 27.01 so that Agreement runs from July 1, 2003 to June 30, 2005.