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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In The Matter of The Arbitration Between:

DE SOTO AREA SCHOOL DISTRICT

-and-

VERNON COUNTY SCHOOL EMPLOYEE'S ASSOCIATION - DE SOTO

Decision No. 16814-A

Appearances: James C. Bertram, Executive Director, Coulee Region United Educators for the Association
Karl L. Monson, Consultant, Wisconsin Association of School Boards, for the Employer

BACKGROUND:

The Vernon County School Employees Association - De Soto, hereinafter referred to as the Union, is the duly certified representative as of December 29, 1977 for certain employees of the De Soto Area School District, hereinafter referred to as the Employer. The bargaining unit consists of all regular full-time and regular part-time janitorial, food service, secretarial, clerical, teaching aides and office aides employed by the Employer, but excluding school administrators, teaching faculty, nurses, substitute teachers, supervisory, confidential and managerial employees. Negotiations between the parties began in June of 1978. After six bargaining sessions the parties entered into mediation at the request of the Union. Mediation did not produce any agreement and the Union petitioned for Mediation-Arbitration on October 27, 1978. On November 29, 1978 an investigation was conducted by a representative of the Wisconsin Employment Relations Commission that ended with the parties submitting their final offers to the investigator along with a stipulation on matters agreed upon by the parties. On January 31, 1979 the Wisconsin Employment Relations Commission notified the parties that the investigation was closed. On February 5, 1979 the Wisconsin Employment Relations Commission notified the parties that Mediation-Arbitration would be initiated for the purpose of issuing a final and binding award to resolve the impasse existing between the parties. Zel S. Rice II was selected by the parties as the Mediator-Arbitrator from a panel supplied by the Wisconsin Employment Relations Commission. Mediation sessions were conducted on March 21, 1979 and April 17, 1979. During those two sessions the Union modified its final offer in a substantial manner in an effort to obtain an agreement. The Employer indicated no interest in modifying its final offer and would not agree to let the modified offer of the Union be considered in the arbitration. The arbitration hearing was conducted on June 5 and 6, 1979 and both parties were given an opportunity to present oral and written evidence. The final offer of the Union consisted of twenty different proposals and is attached hereto as addendum "A". The Employers final offer consisted of fourteen different proposals and is attached hereto as addendum "B".

The Union presented ninety exhibits and the Employer submitted twenty-two. The Union brief and reply brief totalled eighty-five pages and those of the Employer totalled thirty-nine pages. The Union used three sets of comparables as a source for the bulk of its exhibits. Group one consisted of all school districts in a thirty-five mile radius. Group two consisted of school districts with collective bargaining agreements and located within the thirty-five mile radius. Group three consisted of collective bargaining agreements entered into by the Employer. The Employer also utilized three different comparable groups. Its Group one was the same as the Association's Group one and consisted of all school districts within a thirty-five mile radius. Its Group two consisted of school districts within Cooperative Educational Service Agencies 11 and 14 because the thirty-five mile radius includes portions of both Cooperative Educational Service Agencies 11 and 14. The Employer's Group three consists of those schools in the same athletic conference with the Employer which are also in Cooperative Educational Service Agencies 11 and 14. All of the comparability groups proposed by the parties have some validity. There is a trace of common ground between each of them and the Employer. The one on which the parties agree consisting of all of those school districts within a thirty-five mile radius of the Employer has the most validity

as far as ecomonic issues are concerned, because most of those schools are in the same general marketing area.

However most of the issues involved in this case are non-ecomonic. The Employer contends that since almost all of the school districts in the comparability groups proposed by both of the parties do not have collective bargaining agreements covering employees of the type involved in this dispute, any collective bargaining unit agreement between the Union and the Employer is a new and unusual condition of employment. It takes the position that the absence of such agreements indicates that such a demand has not yet been adequately justified for employees of this type in this area. The Arbitrator rejects the rationale of the Employer. In determining the prevailing practice, the Arbitrator will rely primarily on those comparable school districts that have collective bargaining agreements covering the same type of employees. He will also consider collective bargaining agreements between other types of employees in the same general area. The unilateral determination by Employers of conditions of employment are not particularly applicable as comparables to be considered in making determinations between parties that are bargaining with each other as equals. The conditions agreed upon by parties bargaining with each other as equals carries substantial weight in this situation.

With respect to economic issues such as salaries and insurance that are involved here, the practices of all school districts in the general marketing are are indicative of its economic climate and will be considered by the Arbitrator.

Both the Union and the Employer have a proposal that any portion of collective bargaining agreement held invalid by law shall not affect any other portion of the same agreement. The issue between the parties with respect to the savings clause is the procedure to be followed in the disposition of any portion of the agreement invalidated by law. The Union proposal directs the parties to negotiate the replacement of any provision invalidated by law. The Employers savings clause is silent on what should happen to invalidated portions of a collective bargaining agreement. In effect it maintains that if the parties bargain over an issue and reach an agreement on it and the provision is later found to be invalid for a reason that may or may not have been involved in the negotiations, the parties should just forget about the issue for the balance of the term of the collective bargaining agreement. The Arbitrator cannot accept this position. If the issue was significant enough for the parties to negotiate and agree on in the first place, it merits further attention if it is found to be invalid. Five of the collective bargaining agreements covering employees of this type in the area within thirty-five miles of the Employer contain provisions for renegotiating any part of the agreement that is found to be invalid. None of them leave the issue hanging for the balance of the agreement as proposed by the Employer. The Employer has agreed to a provision with the bargaining unit representing its teachers requiring negotiations to replace any provision found to be invalid. The Arbitrator finds the proposal of the Association to be much more acceptable.

Both parties have made proposals with regard to management rights. The basic thrust of each proposal as it pertains to management rights is somewhat similar and gives the Employer the necessary authority to operate the school system. As might be expected the Employer's proposal could be construed to give it broader authority. The major difference between the two proposals is that the Union's proposal requires the Employer to bargain the impact of the exercise of management rights functions. Only one of the collective bargaining agreements covering similar employees of school districts within a thirty-five mile radius has such a requirement. The Union proposal has a tendency to limit the exercise of management rights by the Employer because of the possibility that further negotiations with the Union might be necessary. Accordingly the arbitrator finds the Employer's proposal more satisfactory.

The proposals of the two parties for Association rights are quite similar. The major difference is that the Union proposal would give it the right to use school buildings at hours other than school hours for meetings. The Union would be required to use the application procedure provided by Employer policy for all organized groups or organizations seeking use of the school facilities. In affect the Union seeks to be treated like all other organizations with respect to the use of the school buildings. It should also be noted that the Employer has permitted the organization representing its teachers to use the buildings for meetings without requiring it to use the application procedures provided for other groups. Obviously the Employers position is inconsistent and discriminatory against the Union. It presented no

reasonable basis for its position and the Arbitrator finds that the proposal of the Union is preferable.

The grievance procedures of the Union and the Employer are similar in many respects. There are some differences with respect to time limitations but they are minor. The major difference is that the Employer proposal ends with the appeal to the board of educations while the Union's proposal terminates with final and binding arbitration by a neutral. Three of the five collective bargaining agreements covering similar employees of school districts within a thirty-five mile radius include arbitration as the final step of the grievance procedure. The Employer does not have final and binding arbitration as the final step of the grievance procedure with the labor organization representing its teachers. The Employers proposal permits the employee to grieve but excludes the Union from the grievance procedure. The weakness of the Employer's proposal is that it does not settle a grievance in the grievance procedure. Under its proposal final disposition of a grievance must await a formal proceeding before the Wisconsin Employment Relations Commission. The reason for a grievance procedure is to provide for a speedy and final disposition of a grievance. The Employer's proposal does not result in a speedy and final disposition of the grievance. For that reason the Union's proposal is preferable.

The Union's proposal on assignment, lay-off and vacancies is a system based on seniority. Basically it requires the Employer to lay-off the least senior person first and rehire the most senior person on lay-off first. The only restriction on seniority is that the person must be qualified. The proposal has the same requirements for filling vacancies. Some procedures for carrying out these provisions are included in the Union's proposal. The Employer's proposal includes consideration of seniority but retains for the Employer the right to make assignments as it deems necessary. One of the basic thrusts of unions in collective bargaining is to obtain security and tenure for those employees with long service. It is designed to give veteran employees a fair opportunity to obtain the more desirable positions. The Arbitrator believes that the Employer needs to have assurance that it has qualified employees available to perform the work. The Union proposal provides that employees must be qualified as well as have seniority for assignments, lay-offs and vacancies. The evidence presented in the hearing indicates that one of the thrusts behind the unionization of the employees was the Employer's failure to recognize seniority. Since the Employer is assured of qualified employees to perform the work under the proposal of the Union, requiring the Employer to recognize the seniority system sought by the Union seems reasonable. The Union proposal also spells out in some detail the procedures to be followed in filling vacancies, rehiring and lay-off, while the Employers proposal is silent on such matters. Certainly it is to the advantage of both the Union and the Employer to spell out in detail the procedures to be followed. For these reasons the Arbitrator finds the proposal of the Union more acceptable.

The Union's and the Employer's proposals on conditions of employment each contain a probationary period and spell out the benefits during probation. They differ on the inclusion of the lunch break in the work day and the length of the probation period. The Union proposes that employees shall be on probation for a period of sixty working days and that employees shall continue to have a fifteen minute duty free lunch break within the eight hour day. The Employer proposes to eliminate the existing lunch break and require a probation period of five months. The Union proposal includes the requirement that an employee be given two weeks notice of discharge in the absence of an emergency situation requiring immediate action. The Arbitrator finds the requirement of two weeks notice of discharge ridiculous. If there is a basis for discharge the Employer should be able to terminate the employee immediately. In the event that the Employer has made a mistake, the grievance procedure is available to the employee and the Union. The Employer's proposal for a probation period of five months is equally ridiculous. If an Employer cannot make a determination about the qualifications of an employee within sixty working days it can hardly qualify as a true Employer and ought to terminate all its supervisors. The Employer introduced no evidence in justification of its proposal to eliminate the fifteen minute duty free lunch break within the eight hour work day. The Arbitrator does not ordinarily endorse such a duty free lunch period during the work day but in the absence of any evidence indicating a need for a change he would leave it as it is. The Union proposal requiring a two week notice of discharge and the Employer's requirement of a five month probation period are equally ridiculous. It should be noted that the Union proposed to eliminate

that requirement in mediation, but the Employer rejected it. As a result the Arbitrator finds no particular reason for finding either proposal more acceptable than the other.

The Union made a proposal that the Employer pay any employee two hours reporting time at regular straight time hourly rate when the employee reports when normally expected to and the work day has been called off. The proposal would not apply if the Employer has notified the local radio station that the work day has been called off and the notice has been broadcast at least once prior to the time the employee normally begins work. The Employer has no proposal on this issue but merely opposes it. The Employer's position is irresponsible and unacceptable. The requirement of notifying the radio station is a simple one and would avoid situations where employees drive to work under adverse circumstances only to find that the work day has been called off. The proposal places responsibility upon both the Employer and the employee. The Employer has the responsibility to give notice to the radio station that the work day has been called off or it will be required to pay two hours wages to employees reporting. The employee has the responsibility to pay attention to the radio in order to be kept advised of school closings. The proposal is reasonable and acceptable to the Arbitrator.

The Union made a proposal requiring the Employer to furnish safety devices and permitting an employee to refuse to use equipment that is not mechanically sound and conforming to governmental regulations. It also required the Employer to tag equipment that is not mechanically sound or conforming to regulation so that other employees will not utilize it until it has received proper maintenance. The evidence indicated that the Employer did have some defective equipment and that there was no procedure to deal with it. The Employer has no proposal to deal with defective equipment that threatens the safety of the employees. There has been a problem with defective equipment and the procedure proposed by the Union is reasonable and acceptable.

The Employer proposed that the agreement recognized three difference types of employees comprising the bargaining unit. It defined regular full-time employees and regular part-time employees and temporary employees. The temporary employees included all summer help and employees funded by federal, state or work incentive programs. The Employer took the position that responsibilities and obligations of the Employer to an employee should be based on the type, time, nature, responsibilities and duties of the employee. No evidence was offered in support of this position. The Union took the position that the fact that salaries of employees may be funded by another unit of gevernment does not provide a basis for exclusion of said employees from an existing unit where employees perform unit work and are employed under the same conditions applied to unit employees. This is the position of the Wisconsin Employment Relations Commission which has held that the source of funding is not a basis for excluding employees from a collective bargaining unit. The employees in the bargaining unit certified by the Wisconsin Employment Relations Commission and covered by the stipulated recognition clause are in the same bargaining unit doing similar work and all of them should receive the same wages, hours and conditions of employment. Accordingly the Arbitrator finds the Employer's proposal unacceptable.

The Union made a proposal with regard to transfers. It proposed that vacancies be filled through the bidding procedure by employees within the bargaining unit. It permitted the filling of a vacancy from outside of the bargaining unit on a tentative basis until a permanent replacement is found. Three of the collective bargaining agreements between similar employees and school districts in a radius of thirty-five miles have transfer proposals somewhat similar to those proposed by the Union while two have provisions similar to the proposal of the Employer. The proposal of the Union is complicated and awkward. During the mediation portion of this proceeding the Union proposed substantial modification of its transfer proposal that would have made it less awkward and complicated. However the Employer would not agree to modifications of the proposal. The Arbitrator finds the proposal of the Union on transfers to be unacceptable.

The Union made a proposal for a procedure to be followed by employees when seeking leaves of absence. The procedure was simple and not complicated and the Employer had the authority to grant or deny the leave at its discretion. The evidence indicated that all the labor agreements covering similar employees of school districts within a radius of thirty-five miles included procedures for

requesting a leave of absence. The Employer presented no evidence in support of its opposition to such a provision and could not offer one reason why the proposal was not acceptable. Based on the evidence presented the Arbitrator finds the proposal not only acceptable but desirable.

The Union proposed a fair share proposal that would require all employees in bargaining unit to pay their fair share of costs of representation by the Union and make membership available to all employees who apply consistent with the Union's constitution by-laws. Under the provision the Employer would be required to deduct from the earnings of each employee in the bargaining unit an amount of money equivalant to the dues of the Union and pay it to the Union. The Employer rejected the proposal. In support of its proposal the Union introduced evidence that one hundred percent of the members of the bargaining unit had voted for the Union and there was no demonstrated opposition in the community to the concept of fair share. The evidence indicated that three of the five agreements between similar employees and school districts in the radius of thirty-five miles included fair share provisions and two did not. The Employer does not have a fair share provision in its agreement with its teachers. Based on the evidence presented the Arbitrator finds no convincing reason to favor or oppose a provision for fair share provision in the agreement. Either concept is acceptable. The Arbitrator's decision in this matter will not turn on whether or not a proposal includes a fair share provision.

The Employer and the Union have reached agreement on a sick leave provision but there is a difference on the provision covering funeral leaves. The Union proposes that funeral leave should not be deducted from sick leave and the Employer proposes that it should be. All of the collective bargaining agreements between comparable employees and school districts in a thirty-five mile radius have provisions permitting funeral leave with pay. None of them deduct funeral leave from sick leave. The agreed upon accumulation of sick leave is lower than similar provisions in all of the aforementioned collective bargaining agreements. They permit ten to fourteen more days of accumulated sick leave than the Employer. The agreement between the Employer and its teachers does not include a provision to deduct funeral leave from sick leave. The Employer provided paid funeral leave to employees without deducting it from sick leave as far back as 1976. Now that the Union represents its employees, the Employer proposes to take this benefit away from them. The Arbitrator would ordinarily support a proposal that would deduct funeral leave from sick leave. This places some restraint and limitation on the use of funeral leave. In this particular case, employees have received paid funeral leave without deducting it from sick leave for a number of years. The Employer has included paid funeral leave without deducting it from sick leave in its agreement with its teachers. In the absence of any evidence of abuse or other reason for a change, the Arbitrator endorses the concept of paid funeral leave without a deduction from sick leave.

The Employer and the Union are in agreement that only twelve month employees are to receive vacations. Their proposals differ in the number of vacation days and the Union proposal includes a procedure for scheduling vacations. The proposals are the same for an employee's first year of employment and after the fourth year. They differ on the second, third and fourth years of employment. The Union proposal differs from that of the Employer by including one more day of vacation in the second year for a total of six days, two more days for the third year for a total of seven days and three more days for the fourth year for a total of eight days. Under the Union proposal an employee would receive ninety-six days of vacation if he worked for the Employer for ten years. The Employer's proposal would provide only eighty days of vacation during that same period. All other collective bargaining agreements except one between similar employees and school districts in the thirty-five mile radius have ninety days or more vacation in a ten year period. Obviously the two proposals are very similar and there is very little difference between them. The Union proposal is somewhat closer to that provided to most other similar employees covered by collective bargaining agreements in a thirty-five mile radius, but the Employer's proposal is more similar to one. Either proposal would be acceptable to the Arbitrator and the evidence presented does not convince him that one is more desirable than the other. The vacation proposal will not be a material factor in the Arbitrators decision.

The Employer and Union proposals with regard to holidays are fairly close with regard to twelve month employees. The Employer proposes six and one-half holidays and the Union proposes eight holidays. The Employer's proposal improves the holiday

provisions unilaterally provided by the Employer in the past by one-half day, while the Union proposal improves it by two days. The Union proposal gives twelve month employees paid holidays on New Years Day, Memorial Day, Good Friday, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. Ten and eleven month employees would have the same paid holidays as twelve month employees provided the holiday fell within the beginning and ending dates of their employment period. Nine month employees would have holidays on New Years Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. The Union proposal provided that if a paid holiday fell during a vacation the employee would be entitled to another day. It included a provision that employees who work on one of their holidays or on the eve of their holiday should be reimbursed at the regular rate for hours worked in addition to the holiday pay. The Employer's proposal gave full-time employees holidays on New Years Day, Good Friday afternoon, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Paid holidays for regular part-time employees would be those same holidays if they were preceded and followed by a scheduled work day for regular part-time employees. The Arbitrator rejects the Association's proposal on holidays because it would have the effect of making the holiday eve a holiday if an employee worked. This is an unusual proposal and not acceptable.

The Employer and the Union have agreed that the insurance carrier will be selected by the Employer. Under the Union proposal the Employer would pay one hundred percent of the single coverage and ninety percent of the family coverage for eligible employees. Employees who did not work during the summer shut down or on medical leave of absence would be required to pay their own insurance premiums. However if such an employee returned to work for the Employer following summer shut down or medical leave he would be reimbursed by the Employer for the premiums he paid. The Employer proposes to pay $28.82 per month for those employees who receive individual coverage and up to $41.00 per month for those employees who receive family coverage. The Employer would make its contribution for employees who work less than a full 12 month period for the period of actual employment. Those are the major differences between the two proposals. The costs of insurance premiums has more than doubled since 1974 and will increase ten percent next year. The Union contends that since the Employer selects the insurance carrier it is responsible for the increased premiums. The Employer contends that most schools in the comparable areas pay only a portion of the full family coverage. Its evidence does not indicate whether that portion is closer to the ninety percent proposed by the Union or the less than fifty percent proposed by the Employer. However the Employer is increasing its monthly contribution towards family coverage by $10.00 a month which is almost a one-third increase. The evidence introduced by the Union indicates that most school districts in the area make insurance contributions for similar employees in an amount closer to the Union proposal than that of the Employer. While recognizing that the Employer's insurance contribution is very low in comparison to that made by other Employers in the area it does provide a substantial increase over the preceding year and covers the increased costs of the benefit. The Union proposal requires the Employer to pay the insurance premiums for employees during the summer when they are not employed if they return to work in the fall. This provision is frequently in labor agreements between teachers and their Employer but it is seldom included in agreements covering employees of this type. The Arbitrator feels that the Employers contribution is rather low but because of the substantial percentage increase that covers the increased cost of the insurance and because of the fact that labor agreements covering employees of this type seldom require the Employer to pay insurance premiums when they are not working even though they do return to work for the Employer, the Arbitrator finds the proposal of the Employer to be more acceptable.

The Union proposal with regard to compensation sets forth a pay plan. It requires that summer employees receive the salary provided by the agreement and that nine month employees shall have the first opportunity for summer work if they are qualified. It excludes summer employment from benefits in the agreement other than wages and those benefits required by law. The plan provides over-time pay for checking the schools on weekends and when the employee works beyond the normal length of the work day. It requires that over-time be offered on a seniority basis. It also requires employees to be paid every other Friday. The Employer has agreed that summer employees will receive the wages provided by the agreement and the benefits provided by law and that compensation for weekend work and building checks will be at the over-time rate. The Employer has no proposal with regard to when the employees would be paid and supposedly supports continuation of its current practice of paying twice a month. Under the current policy of the Employer an employee receives pay-

checks twice a month based on ten days or eighty hours of work. Even though the employee may have worked more than ten days or eighty hours during that period, he would not receive the money for that work until he had accumulated the total of five days or forty hours beyond the ten days for which he had been paid. In effect he might not receive all of the pay which he had earned for at least a month. The Union proposal requires a pay plan whereby an employee would be paid every other Friday for all of the hours worked in the preceding pay period. This plan is different from that of the Employer's teachers who are paid twice a month. The teachers have annual contracts and it is traditional to pay them twice a month. It is also traditional to pay employees of the type covered by this agreement all of the wages that they have coming for the preceding pay period. All of the collective bargaining agreements in the area covering employees of this type except two have a pay day plan that results in the employee receiving all of the pay he has coming for the preceding pay period. The real issue involved in the lapse of time between the period when the work is done and when the Employer actually pays the employees for such work. There is no reason why the employees should have to wait beyond the pay day for a pay period to receive all of the pay that they have earned during that pay period. The fact that the Union's proposal requires the Employer to do this and the Employer has not indicated a willingness to do it makes the Union proposal far more acceptable.

The Employer and the Union differ on the notice date on which to commence negotiations on a successor collective bargaining agreement. They also differ on the procedure for the initial meeting. The Employer's proposal provides that a party desiring a change in the agreement presents its proposal to the other party between April 1 and April 15 of the year of the expiration. A meeting to discuss the proposal shall be held on or before May 15 of that year. The agreement expires on June 30. The Association's proposal provides that either party may request negotiations no earlier than January 1 nor later than February of the year of expiration. The initial meeting on the proposals would occur within three weeks following the date of the initial request or within a period mutually agreeable to the parties. The major difference between the parties is the length of the negotiating period. Under the Employer's proposal there would be a maximum of seventy-five days prior to the expiration of the old agreement for the parties to negotiate. The Union proposal would provide six months. These parties began negotiations in June of 1978 and met six times. They also met with a mediator from the Wisconsin Employment Relations Commission. Subsequent to that an investigator from the Wisconsin Employment Relations Commission met with the parties in an effort to avert the impasse. When he had determined that an impasse had been reached the Mediator-Arbitrator was appointed and he met with the parties on two different occasions. Subsequent to that two days of hearings were held, briefs were prepared and the final and binding arbitration award is being issued fourteen months after the commencement of negotiations. In view of the existing immaturity of the collective bargaining relationship between the parties, forty-five days is not an adequate time for them to reach agreement. Based on the experience thus far, even six months may not be sufficient, In any event six months is a lot closer to reality than forty-five days, and that makes the proposal of the Union more acceptable than that of the Employer. The Arbitrator can understand the reluctance of the Employer to engage in perpetual negotiations. However, the parties themselves have control over the length of time that the negotiations continue and at least half of that control lies with the Employer.

Both the Employer and the Union are proposing a two year collective bargaining agreement. They have agreed that the agreement will extend from July 1, 1978, to June 30, 1980. The Employer is proposing a zipper clause which would relieve it from any obligation to bargain with respect to any subject covered by the agreement during the term of the agreement. The Union introduced evidence that only one of the agreements in the area between school districts and similar employees includes a zipper clause. The Arbitrator finds the Employers position more acceptable on this issue. The parties have been bargaining for a period of almost fourteen months about a two year agreement that only has ten more months to run. It is time for them to settle down and live with the agreement being negotiated and determine what provisions need to be changed in the next agreement. A respite from negotiations certainly is in order. For that reason the Arbitrator finds the Employer's position more acceptable.

The Employer and the Union have stipulated to wages and classifications for 1978-1979 and they have agreed the classifications for 1979-1980 will remain the

same. The only remaining issue is the wages for the 1979-1980 portion of the two year agreement. The Employer is proposing a 25¢ an hour increase for each classification and the Union proposes a 27¢ an hour increase for each classification. The evidence indicates that the 1978-1979 wage scale of the Employer for similar employees is about average for the area. The difference between the 25¢ proposal of the Employer and the 27¢ proposal of the Union would not change their positions. The Arbitrator takes notice of the substantial increase in the cost of living. The Union's proposal is substantially less than that increase. The increase resulting from the Union's proposal would still leave its employees behind the 1978-1979 salaries received by some similar employees in the area. In view of the substantial increase in the cost of living the Arbitrator supports the Union's proposal that employees be given an increase of 27¢ per hour.

The Employer and the Union agree that a notice is to be posted on the bulletin board when a vacancy is to be filled. The Union proposes a form to be used when an employee submits an application to fill a vacancy. The Employer's proposal has no details as to the content of the notice nor does it provide a procedure or a time limitation for the employee's response. There is nothing particularly magic about the Union's proposed bid sheet, but it does require an explanation of the position to be filled and the wage to be paid. There is a procedure for the employee to follow in responding to the notice. The Union proposal of a bid sheet contains details and is complete. The Employer's proposal is vague and has no standards. For this reason the Arbitrator finds the Union's proposal more acceptable.

The final offer package process is designed to force the parties to settle as many issues as possible and to narrow the gap on those that cannot be completely resolved. When agreement cannot be reached the Arbitrator is required to select the entire proposal that he considers to be most reasonable. This might also be construed to be a requirement thay he select the proposal that is least unreasonable. In the mediation part of this proceedings the parties were advised that an unwillingness on their part to make any change in their proposals in order to reach an agreement would indicate an ability to live with the proposal of the other party in the event that the Arbitrator selected it. With that admonition, the Employer was unwilling to compromise on a single issue. Obviously it felt that its proposal was the most reasonable; but by being unwilling to modify its position or accept any modified positions of the Union, it indicated a willingness to risk having the entire Union proposal imposed upon it. In the mediation part of these proceedings the Union made substantial moves in the direction of the Employer's proposal in an effort to resolve the dispute.

In making his determination of which package he would select the Arbitrator gave particular attention to those issues that are inconsistent with the prevailing practice in collective bargaining agreements. Two of them stick out like a sore thumb. One was the Employer's failure to include final and binding arbitration as the final step of its grievance procedure. The other was its insistence upon continuing the present practice of not paying an employee for all of the hours worked in the preceding pay period.

The other issues were not as significant and the differences between the positions of the parties were not as substantial. The wages were only 2¢ per hour different in the second year of a two year proposal. The insurance proposal of the Union is more expensive than that of the Employer, but not out of line with the insurance contribution other Employers make for their employees.

The Arbitrator had some trouble with the transfer proposal of the Union because it is awkward and complicated. However, there are not so many transfers within a year that it would make the procedure a heavy burden on the Employer. The parties will only have to live with it ten months. Experience will enable the parties to learn to live with the procedure or agree that a new one is necessary.

The Arbitrator recognizes that the selection of the Union's offer will provide it with a very desirable collective bargaining agreement from its point of view. The only consolation that the Arbitrator can offer to the Employer is that in the mediation process it had an opportunity to get an agreement that was much more desirable from its point of view and it rejected the opportunity.

FINDINGS AND AWARD

After full consideration of the criteria listed in the statute and after careful

and extensive examination of the exhibits and arguments of the parties the Arbitrator finds that the Union's final offer is preferable to that of the Employer and order that the Union's proposal be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 15th day of August, 1979.

Zel S. Rice II, Arbitrator

ADDENDUM "A"

VERNON COUNTY SCHOOL EMPLOYEES ASSOCIATION - DE SOTO

Final Offer

Submitted To:

Robert Mc Cormick

Wisconsin Employment Relations Commission

December 15, 1978

Submitted By:

James C. Bertram, Executive Director
Coulee Region United Educators
4329 Mormon Coulee Road
La Crosse, Wisconsin 54601

ARTICLE I

Preamble

Stipulation No. 1

ARTICLE II

Recognition

Stipulation No. 2

ARTICLE III

Savings Clause

This Agreement may be amended by mutual agreement of the parties and all such amendments shall be in writing and dated and signed by the President or Chairperson of the Employer and the Association. If any article or part of this Agreement is held to be invalid by operation of the law or by any court of competent jurisdiction, the remainder shall not be affected thereby.

In the event that any article or section of this Agreement is held invalid as set forth, the above parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated article or section only.

ARTICLE IV

Management Rights

The Board possesses the right to operate the school system according to the requirements of Wisconsin Statutes and the obligation to negotiate in good faith under Wisconsin Statute 111.70. The Board's rights include:

A. To direct all operations of the school system;

B. To establish reasonable work rules;

C. To hire and assign new employees in positions with the school system;

D. To maintain efficiency of school system operations:

E. To take whatever action is necessary to comply with state or federal law;

F. To introduce new or improved facilities, or to change existing facilities;

G. To determine the kinds and amounts of services to be performed as pertains to school operations, and the number of new positions;

H. To determine the means and personnel by which the school operations are to be conducted:

I. To take whatever action is necessary to carry out the functions of the school system in situations of emergency in conformity with Wisconsin Statutes.

The Board recognizes that the inclusion of this provision does not limit its obligations to negotiate with the Association any of the items mentioned herein which the WERC determines are negotiable. Nor does this provision remove the Board's duty to bargain the impact of the exercise of any functions listed above as to their effect upon wages, hours and conditions of employment for the members of the bargaining unit. The Board recognizes that the Board's exercise of the above-mentioned rights shall be limited by the terms of this agreement.

ARTICLE V

Association Rights

The Employer will make available an appropriate space for the Association to post notices or bulletins concerning the administrative affairs of the Association. Any notices or bulletins posted shall comply with applicable laws, rules and regulations of governmental agencies and the provisions of this Agreement.

The Association shall have the right to use school buildings at other than school hours for Association meetings. The Association shall use the application procedure as provided by Board policy for all organized groups or organizations applying for use of the facilities of the School District.

Representatives of the Association shall be permitted to transact grievances on school property in a manner that will not disrupt the educational process where students are present.

ARTICLE VI

Grievance Procedure

The purpose of this procedure is to provide an orderly method for resolving differences and a determined effort shall be made to settle any such differences through the use of the grievance procedure.

For the purpose of the Agreement, a grievance is defined as any question raised by an employee or the Association concerning the interpretation or application of this Agreement. All provisions and all terms of this Agreement shall be subject to the grievance and arbitration procedure hereinafter set forth.

The provisions of this article are available to the Association and all employees covered by this Agreement.

Steps of the grievance procedure shall be as follows:

Step 1. An earnest effort shall be made first to settle the matter orally between the grievant and the immediate supervisor within three (3) days of first knowledge of the alleged violation. If the matter is not settled, the grievant shall present the grievance directly to the supervisor in writing within three (3) days and the supervisor shall submit a written response within three (3) days thereafter.

Step 2. If the supervisor's response is not satisfactory to the grievant, the grievant may, within five (5) days following receipt of such response, submit the grievance in writing to the Superintendent and the Superintendent shall submit an answer in writing within ten (10) days thereafter.

Step 3. If the Superintendent's answer is not satisfactory to the grievant, the grievant may, within ten (10) days following receipt of such answer, submit the grievance in writing to the Board of Education. The Board shall consider the grievance at a regular meeting or a specially called meeting and submit a response

within fifteen (15) days following receipt of the grievance. The Board of Education shall render its decision in writing to the grievant.

Step 4. If the grievance is not resolved satisfactorily, the Association may request, in writing, a solution through arbitration. The request shall be made to the Wisconsin Employment Relations Commission which shall appoint a member of its staff to serve as an arbitrator.

Step 5. The parties shall share equally the cost and expenses of the arbitration proceeding, including any transcript fees and fees of the arbitrator. Each party shall bear its own costs for witnesses and all other out-of-pocket expenses including possible legal fees. Testimony or other participation of employees shall not be paid by the Board unless an employee is subpoened by the Board.

Step 6. The arbitrator shall not have authority to change, alter or modify any of the terms or provisions of this Agreement. Findings of the arbitrator shall be final and binding upon both parties.

The parties agree to follow each of the foregoing steps in the processing of the grievance. If the Employer fails to give a written answer within the time limits set out for any step, the grievant may immediately appeal to the next step. Grievances not processed to the next step within the prescribed time limit shall be considered dropped.

The term "day" whenever used in this article shall mean a regularly scheduled working day except that between the end of one school year and the beginning of the next the term "day" shall mean a calendar day.

The written greivance shall give a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issue involved and the relief sought.

The Association may assist in processing the grievance at any step. Any grievance involving the removal from employment of an employee shall begin with the Board at Step 3 above.

ARTICLE VII

Assignment, Layoff, Vacancies

In the event of a reduction in the working force, the last person employed shall be the first person laid off; and in rehiring, the last person laid off shall be the first person rehired providing in either case he/she is qualified to perform the available work. No new employee shall be hired until all regular employees laid off who wish employment and are available have been recalled back to work.

Employees who are on the laid-off list shall be notified of recall by registered or certified mail with the return receipt of the employee's last known address according to the Board's records. A regular employee on layoff status who has acquired work from another employer shall not forfeit seniority or be subject to release from employment. An employee no longer has recall rights if he/she has not been recalled to work within two (2) years of being laid off.

In filling vacancies, or where new jobs are created within the bargaining unit, those regular employees who have the most seniority shall be given preference in filling new or vacant positions if qualified and available. When a vacancy occurs or where new jobs are created within the bargaining unit, a notice (Appendix B) shall be posted within ten (10) working days of such vacancy -- the notice shall be placed on the bulletin board as provided in Article V and a copy provided the Association President.

Any employee desiring a new or vacant position shall present to the District a written application referred to as the "Bidding Procedure Sheet" appearing in Appendix B. The application shall be

presented to the District not more than ten (10) calendar days after posting of notification.

Notice of vacancies occurring between the end of one school year and the beginning of the following school year shall be provided the President of the Association who shall notify the members of the bargaining unit. If no one within the Association bids a vacant or new position on or before ten (10) calendar days after the posting date, they shall have waived their right to bid for the position and the District may seek applicants from outside the Association.

An employee who transfers to a different or higher classification or a new position shall be placed at an hourly pay rate for that position. If at any time during the first two (2) weeks of the new job the Employer does not feel the employee is successful, the employee will return to the position and salary formerly held.

The Employer shall compile and deliver to the Association a list of all employees covered by this Agreement and their respective dates of employment. This list shall be revised yearly or more often if requested by the Association. Any dispute over seniority shall be settled between the Employer and the Association through the grievance procedure.

ARTICLE VIII

Conditions of Employment

All newly-hired employees shall be on probation for a period of sixty (60) working days. If an employee quits or is terminated during the probation period, no sick leave, vacation or other benefits shall be due him or her. Probationary employees may be terminated from employment by the Board except for reasons that are arbitrary or capricious.

(Stipulation No. 4 placed here)

In the event an employee feels that action taken against him/her does not meet the above criteria, he/she may submit the question to the grievance procedure at Step 3. This action shall take place within ten (10) working days after the Employer's action has taken place.

Absent an emergency situation which requires immediate action, the Employer shall provide two (2) weeks' notice of discharge to the employee.

The employee, upon voluntary resignation must give two (2) weeks' advance notice of the effective date of termination of employment.

Employees shall continue to have a fifteen-minute (15-minute) duty-free lunch break within the eight-hour (8-hour) workday. If an emergency assignment occurs during lunch, the employee is to take his/her 15-minute lunch break time later in the same workday.

Employees are to be granted starting workday time as in the past unless mutually agreeable to the Employer and the employee to change such time.

Seniority for employees of this bargaining unit is measured from the date following the end of the probationary period for the employee's

employment with the District. For employees hired before July 1, 1978, the date of District employment shall measure seniority.

The Employer agrees not to discharge of discriminate against any employee because of membership in the Association.

ARTICLE XI

Reporting Time

The Employer shall pay any employee covered by this Agreement two (2) hours report-in time at regular straight-time hourly rate. If the employee works more than two (2) hours, he/she shall be paid accordingly.

This article shall not apply if the Employer has placed a notice on the local radio station and such notice has been broadcast at least once in the area prior to the time the employee normally begins work.

ARTICLE XIV

Safety - Equipment and Accident Report

The Employer shall furnish proper safety devices for all work and employees shall wear and/or use all safety equipment furnished by the Employer.

No employee shall be compelled to take out equipment that is not mechanically sound and properly equipped to conform with all applicable local, state and federal regulations. The refusal by an employee to take out such equipment shall not be considered a violation of this Agreement nor cause for disciplinary action.

All equipment which is refused because of not being mechanically sound or properly equipped shall be appropriately tagged so it cannot be used by other employees until the maintenance department has reported the same as being safe. It shall be the responsibility of the head custodian to appropriately tag such equipment which is reported as being mechanically defective. It shall be the duty of the employees to report any and all accidents and mechanical problems to the Employer as soon as possible.

ARTICLE XV

Federal or State Programs

Employees filling positions funded under state or federal programs shall receive all benefits of this Agreement.

ARTICLE XVI

Transfers

Employees wishing to transfer to a vacant or new position shall do so in accordance with Article VII.

The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from employees within the District without undue disruption to the existing programs. If the Superintendent, with reasonable judgment, so determines such disruption, such a vacancy may be filled from outside the bargaining unit on a temporary or tentative basis for a period of three (3) weeks. During this three-week period, the employee is not eligible for benefits of this Agreement except for wages in this Agreement as specified in Appendix A. Said position shall be permanently filled in accordance with Article VII. A transfer will only be made with the consent of the employee.

An involuntary transfer will be made only in case of emergency and shall exist for no longer than three (3) weeks or until the end of the month, whichever occurs sooner. The Superintendent shall give written notification to the affected employee and the Association of the reasons for such transfer within three (3) days of said transfer.

Involuntary transfers shall occur on the basis of least seniority.

1. Involuntary transfer of custodians and cooks shall occur first within the respective building involved and secondly within the District.

2. Involuntary transfer of secretaries and aides shall be on a District-wide basis as determined by seniority.

ARTICLE XVII

Fair Share Agreement

The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Association and non-Association, fairly and equally and all employees in the unit will be required to pay as provided in this article their fair share of the cost of representation by the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association Constitution and Bylaws. No employee shall be denied Association membership because of race, creed, color or sex.

The Employer agrees that, effective thirty (30) days after the date of initial employment or thirty (30) days after the opening of school, it will deduct from the monthly earnings of all employees in the collective bargaining unit an amount of money equivalent to the monthly dues certified by the Association as the current dues uniformly required of all members and pay said amount to the Treasurer of the Association on or before the end of the month following the month in which such deduction was made.

Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change.

The Employer will provide the Association with a list of employees from whom such deductions are made with each monthly remittance to the Association.

Article XVII - Fair Share

Save Harmless Clause

The Vernon County School Employees Association - De Soto indemnifies and shall save harmless the De Soto Area School District against any and all claims, demands, suits or other forms of liability, including court costs that may arise out of or by reason of action taken or not taken by the Board which Board action or non-action is in compliance with the provisions of this agreement and in reliance on any lists or certificates which have been furnished to the Board pursuant to this article provided that any such claims, demands, suits or other forms of liability shall be under the control of the Wisconsin Education Association Council and its attorneys.

ARTICLE XVIII

Leave of Absence

All requests for a leave of absence other than emergencies must be submitted to the District at least sixty (60) calendar days prior to the anticipated beginning of the leave. When the request is for medical reasons, such request is to be accompanied by a physician's statement attesting to the disability and the anticipated duration of the leave. The District reserves the right to request interim statements from the physician. All other types of requests must clearly state the purpose for and duration of the leave.

All leaves of absence shall be without pay and last a duration of no more than one (1) year. However, upon commencement of the leave of absence, the employee may continue health and other insurances by remitting the full premium amounts to the Board of Education.

All benefits to which employees were entitled to at the time their leave of absence commenced, including unused sick leave, shall be restored to them upon their return to employment.

Formal bidding procedures will not be acknowledged for positions vacated by a leave of absence since such position will be filled on a temporary basis pending the return of the employee on leave. The temporary position shall receive benefits under this Agreement on a prorated basis.

In the event the employee does not return after termination of the approved leave of absence, formal bidding procedures within the organization will be in effect.

ARTICLE XX

Leaves

Sick Leave. (Stipulation No. 3)

Funeral. All employees shall receive up to three (3) days leave with pay for the immediate family, including grandparents.

ARTICLE XXI

Vacations

Paid vacations shall be at the following rate for the respective year of employment for twelve-month employees hired after July 1, 1976.

Employment	Vacation
Year 1	0 days
Year 2	6 days
Year 3	7 days
Year 4	8 days
Year 5	10 days
Year 6	11 days
Year 7	12 days
Year 8	13 days
Year 9	14 days
Year 10 +	15 days

All employees hired before July 1, 1976, shall be considered to have at least two (2) weeks paid vacation. These employees shall then earn one (1) additional day per year beginning with July 1, 1976, to a maximum of three (3) weeks.

Paid vacation days shall be scheduled as in the past between employees and their supervisors.

At the employee's request, he/she shall be permitted paid vacation in order to harvest tobacco. Such vacation shall be part of the days of vacation as provided in the above schedule.

ARTICLE XXII

Holidays

Twelve-month employees shall have the following paid holidays:

New Years Day
Memorial Day
Good Friday
July 4
Labor Day
Thanksgiving Day and the Friday after Thanksgiving
Christmas Day

Ten- and eleven-month employees shall have the same paid holidays as twelve-month employees provided the holiday falls between the beginning and ending dates of their ten- or eleven-month employment period.

Nine-month employees shall have the following paid holidays:

New Years Day
Good Friday
Memorial Day
Labor Day
Thanksgiving and Friday after Thanksgiving
Christmas Day

If a paid holiday falls during a vacation, the employee is entitled to another day.

Employees who are to work on one of their holidays or on the eve of their holiday shall be reimbursed at the regular rate for hours worked in addition to his/her holiday pay. Holiday pay is defined as the regular rate of pay.

In the event that a paid holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday, as determined by national tradition, shall be provided as the paid holiday off.

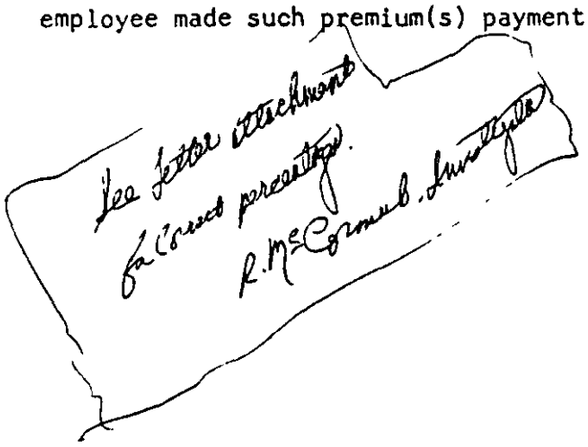
ARTICLE XXIII

Insurance

Health. The Employer shall pay ~~ninety~~ percent ~~(90%)~~ 100% of the single coverage and 90% of the family coverage for eligible employees.

Hospitalization/Surgical/Medical. (Stipulation No. 5 - re: carrier)

Employees off during the school summer shut-down or on medical leave of absence of one (1) month or more shall pay their own insurance premiums. If the employee returns to the employment of the District following summer shutdown or medical leave, he/she shall be reimbursed in full by the District for premium(s) paid. District payment of the premiums shall be on the first Friday payday following the District's receipt from the insurance company of evidence that the employee made such premium(s) payment.



COULEE REGION UNITED EDUCATORS
4329 Mormon Coulee Road, P O Box 684 • La Crosse, Wisconsin 54601

(608) 788-3803
(608) 788-3665

JAMES C BERTRAM
THOMAS C BINA
Executive Directors

December 20, 1978

Mr. Robert McCormick
WISCONSIN EMPLOYMENT RELATIONS COMMISSION
Room 910
30 West Mifflin Street
Madison, WI 53708

Dear Mr. McCormick:

RE: Vernon County School Employees Association -
De Soto Final Offer, December 15, 1978

This letter is to confirm our telephone conversation of December 18, 1978, wherein I gave you the corrected language that we intended for our final offer above. That language pertained to the insurance provision located in Article XXIII. I stated it to you over the telephone as follows:

> Health. The Employer shall pay one hundred percent (100%) of the single coverage and ninety percent (90%) family coverage for eligible employees.

After my conversation with you, I immediately called Karl Monson, WASB, representing the Board and gave him the same above revision.

If you have any questions, please call.

Sincerely,

COULEE REGION UNITED EDUCATORS

James C. Bertram, Executive Director

jfw

cc: Karl Monson, WASB
Truman Anderson, De Soto (VCSEA)
Betty Robertson, De Soto (VCSEA)

ARTICLE XXV

Compensation

All employees covered by this Agreement shall be compensated in accordance with the wage classification scale as set forth in an appendix of this Agreement.

If it is necessary to hire an employee for summer work being done by this bargaining unit, the employee will receive a starting wage as provided by this Agreement. Nine-month employees shall have first opportunity for summer work, if qualified. Such position(s) of summer employment is not eligible for benefits of this contract except for wages in this Agreement or wages and benefits required by law.

If school(s) is to be checked on weekends, overtime pay of time and one-half will be paid for one (1) hour on Saturday and one (1) hour on Sunday. Any other Saturday or Sunday work will be on a time and one-half basis and must have prior approval from the employee's supervisor. Overtime during weekdays is due the employee when he/she works beyond the normal length of his/her workday. Such work will be offered first to the person in the respective building who has the most seniority, and, if unable to accept such work, the offer will be made to the next most senior person, etc. Should it become necessary to assign overtime by the District because employees do not voluntarily accept the assignment, such assignment of overtime will be made first to the person with the least amount of overtime, provided he/she is qualifed to do the required work on such overtime assignment.

All employees covered by this Agreement shall be paid every other Friday. If said Friday falls on a holiday or during a vacation, the employee will be paid the previous work day.

ARTICLE XXVI

Negotiating Procedure

Negotiations on all matters covered in this contract shall commence in the year in which the contract expires. Either party may request negotiations for a new collective bargaining agreement in writing no earlier than January 1 or no later than February 1 of any year. The initial meeting shall occur within three (3) weeks following the date of the initial request or within a period of time mutually agreeable to the parties.

At the initial meeting, procedures will be determined and the parties will exchange proposals and proceed with bargaining. Any agreement reached shall become effective the day following the expiration date of the previous agreement of the year following the opening of negotiations.

Both parties agree to negotiate in good faith under the Wisconsin Statute 111.70, the Municipal Employment Relations Act.

ARTICLE XXVII

Duration

The provisions of this Agreement will be effective as of the first day of July, 1978, and shall continue and remain in full force and effect as binding on the parties until the thirtieth (30th) day of June, 1980. The parties can mutually agree to reopen negotiations in any part of the contract. Neither all nor part of this Agreement can be changed unilaterally or extended orally.

The provisions of this Agreement shall be retroactive to the first day of July, 1978.

APPENDIX A

Wage Scale and Classification

1978-79: Stipulation No. 6

1979-80: $ .27 per hour increase in the 1979-80 year for each wage rate.

APPENDIX B

Board of Education, De Soto, Wisconsin

TO: Non-Certified Employees

FROM: Superintendent's Office

RE: Job Placement

1. The Superintendent's Office of the Board of Education is now soliciting bids to an appointment to fill the following described position.

2. The pay of this position will be that of the wage scale provided for the job being filled.

3. Applicants for this position will attach a list of their work experience and professional qualifications.

4. Signing the statement below is considered a valid application and constitutes a bid. No other type of bid will be accepted.

5. If you are interested in bidding this position, return one copy of this letter signed with all information requested.

I have read and understand the qualifications, conditions and hours pertaining to the above job and hereby submit my bid for the position.

Signed _____
Applicant

Stipulation No. 1

This Agreement is made and entered into by and between the Board of Education, De Soto Area School District (hereinafter the Board) and the Vernon County School Employees Association (hereinafter the Association).

Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer/employee relationship that is to exist between them and thereby enter into this Agreement covering wages, hours and conditions of employment as well as to promote more efficient and effective services for the students, staff and citizens of the District.

The Board hereby recognizes the Association as the exclusive collective bargaining representative of all employees of De Soto Area School District No. 9 employed in a collective bargaining unit consisting of all regular full-time and regular part-time janitorial, food service, secretarial, clerical, teaching aides, office aides, but excluding school administrators, teaching faculty, nurse, substitute teachers, supervisory, confidential and managerial employees as certified by the Wisconsin Employment Relations Commission on December 29, 1978, Decision No. 15969, as amended July 31, 1978, Decision No. 15969-A.

Sti ation No. 3

A. Sick Leave. Regular full-time and regular part-time employees shall earn one (1) sick day per month of actual employment accumulative to a maximum of ninety (90) days. Employees shall begin earning sick leave credits from date of hire but shall not be paid for useage until completion of the probation period.

Stipul ~ 'on No. 4

Employees who have completed the probation period shall not be disciplined (excluding oral reprimand) or discharged unless the following seven criteria are met:

1. Was the employee adequately warned of the consequences of his conduct?

2. Was the Board's requirement reasonably related to efficient, safe and proper school operations?

3. Did the employer investigate before administering the discipline?

4. Was the investigation fair and objective?

5. Did the investigation produce substantial evidence or proof of guilt?

6. Were the rules, orders and penalties applied evenhandedly and without discrimination?

7. Was the penalty reasonably related to the seriousness of the offense and the past record?

Sti ation No. 5

The Board may from time to time change any insurance carrier or carriers to a policy containing benefits of the type now in force, provided the benefits of the new plan are substantially equivalent or better.

11/29/78

Stipulation No. 6

APPENDIX A

Wage Scale and Classification

Classifications	1979-79 Rate
#1 Custodian	$4.31
#2 Custodian	4.04
#3 Custodian	3.97
Custodian	3.62
Head Cook	$3.47
#1 Cook	3.21
#2 Cook	3.11
Cooks Helper	3.03
Secretary	$3.90
Office Clerk	3.58
Office Aide	3.14
Teachers Aide	3.03

James C. Bertram
CSEA
On Behalf of the
Association
1/24/79

ADDENDUM "B"

FINAL OFFER

OF

BOARD OF EDUCATION

De SOTO AREA SCHOOL DISTRICT

TO

VERNON COUNTY SCHOOL EMPLOYEES ASSOCIATION - De SOTO

~~* Includes stipulated tentative~~ agreements R. McConnell, Investigator

TABLE OF CONTENTS
(To be developed upon final agreement)

ARTICLE I - PREAMBLE

This agreement is made and entered into by and between the Board of Education, DeSoto Area School District (hereinafter the Board) and the Vernon County School Employees Association (hereinafter the Association).

Both parties to this agreement are desirous of reaching an amicable understanding with respect to the employer/employee relationship that is to exist between them and thereby enter into this agreement covering wages, hours and conditions of employment as well as to promote more efficient and effective services for the students, staff and citizens of the district.

ARTICLE II - RECOGNITION

The Board hereby recognizes the Association as the exclusive collective bargaining representative of all employes of DeSoto Area [redacted] School District. No. 9 employed in a collective bargaining unit consisting of all regular full-time and regular part-time janitorial, food service, secretarial, clerical, teaching aides, office aides, but excluding school administrators, teaching faculty, nurse, substitute teachers, supervisory, confidential and managerial employes as certified by the Wisconsin Employment Relations Commission on December 29, 1978, Decision No. 15969, as amended July 31, 1978, Decision No. 15969-A.

ARTICLE III - EMPLOYMENT DEFINITION

A. Regular full-time employees are those employees who work a minimum of forty (40) hours per week for fifty-two (52) weeks per contract year (July 1 through June 30).

B. Regular part-time employees are those employees who work at least twenty (20) hours per week for a minimum of eight hundred (800) hours per contract year (July 1 through June 30) and for at least one hundred seventy (170) days per contract year (July 1 through June 30).

C. Temporary employees are those employees who work or have worked for less than twenty (20) hours per week and/or less than one hundred seventy (170) days per contract year (July 1 through June 30) or less than eight hundred (800) hours per contract year (July 1 through June 30) as well as all summer help and all employees funded by Federal, State or other work incentive programs. Temporary employees shall not receive the benefits of "regular" employees as provided for in this agreement except as provided or required by law.

ARTICLE IV - MANAGEMENT RIGHTS

The Board possesses the sole right to operate the school system and all management rights repose in it, subject only to the provisions of this contract and applicable law. These rights include, but are not limited to the following:

A. To direct all operations of the school system;

B. To establish reasonable work rules;

C. To hire, promote, transfer, schedule and assign employees in positions with the school system;

D. To suspend, demote, discharge and take other disciplinary action against employess;

E. To relieve employees from their duties because of lack of work or any other legitimate reason;

F. To maintain efficiency of school operations;

G. To take whatever action is necessary to comply with State or Federal Law;

H. To introduce new or improved methods or facilities, or to change existing methods or facilities;

I. To determine the kinds and amounts of services to be performed as pertains to school system operations, and the number and kind of positions and job classifications to perform such services;

J. To contract out for goods and/or services;

K. To determine the methods, means and personnel by which school system operations are to be conducted;

L. To take whatever action is necessary to carry out the functions of the school system in situations of emergency.

Nothing in this agreement shall require the Employer to continue in existence any of its present programs in its present form or location. All rights, powers and authority possessed by the Board prior to signing of this agreement shall be relained by the Board except as modified by this agreement.

ARTICLE V - ASSOCIATION RIGHTS

A. The association shall be permitted reasonable space on one bulletin board per school building for display of official association communications provided such material is not political (State, Federal or local) in nature nor is derogatory to the school Board, administration, school programs, school district or any employee thereof.

B. No association activity shall interfere with the regular assigned duties and/or instructional programs of the school.

C. Nonemployee representatives may have access to school property to ascertain whether the contract is being complied with and to adjust grievances provided during working hours the representative first notifies and receives approval from the District Administrator prior to performing any representative functions.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Purpose. The purpose of this procedure is to provide an orderly method for resolving differences arising during the term of this agreement. A determined effort shall be made to settle any such differences through the use of the grievance procedure, and there shall be no suspension of work or interference with the operations of the school during the term of the agreement.

B. Definition:

1. For the purpose of this agreement a grievance is defined as any complaint regarding the interpretation or application of a specific provision of this agreement.

2. The term, days, when used in this article, shall except where otherwise indicated, mean working school days thus, weekend or vacation days during the normal school year are excluded. During the summer months when school is normally not in session, days shall mean calendar week days, excluding weekends.

C. Grievances shall be processed in accordance with the following procedures:

Step 1:

a. An earnest effort shall first be made to settle the matter informally between the employee and his/her immediate supervisor.

b. If the matter is not resolved, the grievance shall be presented in writing by the employee to the immediate supervisor within five days after the facts upon which the grievance is based, first occur, or first become known. The immediate supervisor shall give his/her written answer within five days of the time the grievance was presented to him/her in writing.

Step 2:

a. If not settled in Step 1, the grievance may within five days be appealed to the District Administrator by the employee. The District Administrator shall give a written answer not later than five days after the receipt of the appeal.

Step 3:

a. If not settled in Step 2, the grievance may within ten days be appealed to the Board of Education by the employee. The Board shall give a written answer within ten days after receipt of the appeal.

D. If the employer fails to give a written answer within the time limits set out in any step, the employee may immediately appeal to the next step. Grievances not processed to the next step within the prescribed time limits shall be considered dropped.

E. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issue involved, the specific section (s) of the agreement alleged to have been violated, and relief sought.

F. The association may be present at any step during the processing of any grievance.

ARTICLE VII - HOURS, WORK DAY AND SCHEDULES

A. Hours and Work Day. The work day for regular full-time employees shall be eight (8) hours per day exclusive of the lunch period. Employees shall not receive any other compensation for meals or a lunch period. Employees are entitled to a ten (10) minute restbreak near the middle of any continuous six (6) hour or longer work period scheduled before or after their lunch period.

B. Work Schedules. When District needs require, due to emergencies or other circumstances, the employer may add to, or subtract from, or otherwise revise existing schedules, including transfer of individuals as necessary. Any employee who wishes to volunteer for such revised schedule or transfer, shall be given equal consideration for such provided he or she possesses the qualifications for such assignments. The ability to perform the required work assignment shall be the sole basis for such assignment. The Board shall have the right to make such transfer or revision for the following reasons but not limited to said reasons:

1. Reduction in work force.
2. Reduction in work load.
3. Upgrading of jobs.
4. Unsatisfactory job performance.
5. Requirements for certain skills.

ARTICLE IX - DISCIPLINE AND DISCHARGE

A. Employees who have completed the probation period shall not be disciplined (excluding oral reprimand) or discharged unless the following seven criteria are met:

1. Was the employee adequately warned of the consequences of his conduct?

2. Was the Board's requirement reasonably related to efficient, safe and proper school operations?

3. Did the employer investigate before administering the discipline?

4. Was the investigation fair and objective?

5. Did the investigation produce substantial evidence or proof of guilt?

6. Were the rules, orders and penalties applied evenhandedly and without discrimination?

7. Was the penalty reasonably related to the seriousness of the offense and the past record?

ARTICLE X - VACANCIES, ASSIGNMENTS AND TRANSFERS

A. In filling vacancies the Board shall post for a period of five days a notice of the vacancy on the association bulletin boards. In filling said vacancy employees with the greatest similar classification seniority shall be given first consideration, but skill and ability to do the required job shall be the prime determinents.

B. All requests for assignments and transfers shall be in writing.

C. The Board retains the right to make assignments and to make transfers between schools as necessary in the best interests of the district.

D. In making involuntary assignments and transfers, the convenience and wishes of the employee will be honored to the extent that they do not conflict with school operation requirements and the best interests of the school system and the students. Involuntary assignments or transfers will not be made without prior discussion with the employee.

E. Summer work. If it is necessary to hire regular part-time employees for summer work the employee shall receive the starting wage of that classification.

ARTICLE XI - LAY-OFFS

A. Lay-offs will be made by inverse order of seniority within the school district, provided the remaining employees are qualified to perform the available work. Qualifications to be specified and determined by the Board or Designee based upon the best interests of the district, previous work record, training, skills, physical and mental fitness and seniority.

1. Seniority shall be computed by continuous service since date of last hire.

ARTICLE XII - HEALTH INSURANCE

A. Doctor and hospital insurance will be provided for full-time employees and the Board shall pay up to twenty-eight dollars and eighty-two cents ($28.82) per month of the coverage for those employees whose requirement is individual coverage, and up to forty-one dollars ($41.00) per month of the coverage for those employees whose requirement is family coverage.

B. Employees who work less than a full twelve month period per year shall have benefit of Paragraph A, above, only for the period of actual employment, including months where employment was for a minimum of at least two weeks (40 hours).

C. The Board may from time to time change any insurance carrier or carriers to a policy containing benefits of the type now in force.

ARTICLE XIII - LEAVES OF ABSENCE

A. Sick Leave. Regular full-time and regular part-time employees shall earn one (1) sick day per month of actual employment accumulative to a maximum of ninety (90) days. Employees shall begin earning sick leave credits from date of hire but shall not be paid for useage until completion of the probation period.

B. Funeral Leave. Three (3) days funeral leave with pay will be granted for a death in the immediate family including grandparents. Funeral leave shall be deducted from sick leave accumulation.

ARTICLE XIV - VACATIONS AND HOLIDAYS

A. Vacations. Only regular full-time employees are entitled to paid vacation.

1. One (1) week after one (1) full year of employment.

2. Two (2) weeks after five (5) full years of employment.

3. All employees hired before July 1, 1976, shall be considered to have at least two (2) week vacation. These employees and all others who have accrued two (2) weeks vacation shall then earn one (1) additional day per year to a maximum of three (3) weeks.

B. Holidays. Paid holidays for regular full-time employees are as follows:

New Year's Day
Good Friday Afternoon
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

1. Paid holidays for regular part-time employees are those listed above if such holidays are preceded and followed by a scheduled work day for regular part-time employees.

2. Holidays which fall on Saturday shall be observed on the preceding Friday and those that fall on Sunday shall be observed on the following Monday. The Nationally recognized holiday shall be the legal holiday.

ARTICLE XV - OVERTIME, CALL-IN AND HOLIDAY PAY

A. Overtime Pay. All extra hours worked must have prior approval from the employee's supervisor.

1. Overtime shall be paid at the rate of time and one-half (1½) for hours worked in excess of forty (40) within any seven (7) day week.

2. Overtime shall be divided equally between employees qualified to perform the work.

3. If no employees volunteer for overtime the association agrees it must be performed when assigned.

B. Call-in Pay. One hour of pay at time and one-half (1½) rate shall be paid to custodians required to check school buildings on Saturdays and Sundays.

1. If work of more than one (1) hours' duration is actually performed due to such checks the rate of pay shall be at time and one-half (1½) on Saturdays and Sundays for time worked.

C. Holiday Pay. Should an employee be required to work on a paid holiday, the employee would be paid holiday pay rate plus regular pay rate.

1. For purposes of this section, holiday pay is defined as the regular pay rate.

ARTICLE XVI - TERM OF AGREEMENT

A. Work Stoppage Prohibited. The association agrees that neither it nor any of the employees in the bargaining unit will authorize, condone, assist or support any strike, slowdown or sanction or withhold in full or in part any services for the term of this agreement. In the event of a violation of this provision, the Board may take whatever disciplinary action it deems appropriate.

B. Savings Clause. If any section of this agreement or an addendum thereto should be held valid or invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal, the remainder of this agreement and the addendums thereto shall not be affected thereby.

C. Entire Memorandum of Agreement. This agreement supersides and cancels all previous agreements, verbal or written, between the Employer and the association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this agreement. Therefore, the School District and the Association, for the life of this agreement, each voluntarily and unqualified waives the right,

and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement. However, in the event that a new position is created within the bargaining unit or in the event of a reclassification of a position within the bargaining unit the Board agrees to negotiate the rate of pay for such position with the Association. Waiver of any breach of this agreement by either party shall not constitute a waiver of any further breach of this agreement.

D. This agreement shall be for a period of two years from July 1, 1978, through June 30, 1980.

E. The party desiring any changes in this agreement shall present such to the other party not before April 1, nor later than April 15 of the year of the expiration dates, of its desire to modify the agreement for a successive term. A meeting to discuss the proposal shall be held on or before May 15, of the year of the expiration dates.

DE SOTO AREA SCHOOL DISTRICT

Wage Schedule - 1978-79

Classifications	77-78 Base Rate	1.5% Retirement and Lunch	Gross Rate 77-78	1978-1979 25 cents Rate
# 1 Custodian	$ 3.94	.12	$4.06	$ 4.31
# 2 Custodian	3.67	.12	3.79	4.04
# 3 Custodian	3.50	.12	3.62	3.87
Custodian	3.26	.11	3.37	3.62
Head Cook	3.08	.14	3.22	3.47
# 1 Cook	2.82	.14	2.96	3.21
# 2 Cook	2.73	.13	2.86	3.11
Cooks Helper	2.65	.13	2.78	3.03
Secretary	3.51	.14	3.65	3.90
Office Clerk	3.20	.13	3.33	3.58
Office Aide	2.75	.14	2.89	3.14
Teachers Aide	2.65	.13	2.78	3.03

.25 increase for each classification for 1978-1979 on 1977-78 rate and 0.25 increase for 1979-1980 on 19 over 1978-1979 ( ) clerical error - R. McCormick's correction Investigator