

STATE OF WISCONSIN

RECEIVED

BEFORE THE MEDIATOR/ARBITRATOR

DEC 28 1982

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

 In the Matter of the :
 Mediation/Arbitration of :
 :
 MENOMONEE FALLS SCHOOL DISTRICT :
 EMPLOYEES, LOCAL 2765, WCCME, AFSCME, :
 AFL-CIO :
 and :
 SCHOOL DISTRICT OF MENOMONEE FALLS :

Case XXXVII,
 No. 28498, Med/Arb-1359
 Decision No. 19605-A

APPEARANCES:

Richard W. Abelson, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, appearing on behalf of the Menomonee Falls School District Employees, Local 2765, WCCME, AFSCME, AFL-CIO.

Mulcahy & Wherry, S.C., by Mark L. Olson, appearing on behalf of the School District of Menomonee Falls.

ARBITRATION HEARING BACKGROUND:

On May 26, 1982, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator, pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse between the Menomonee Falls School District Employees, Local 2765, WCCME, AFSCME, AFL-CIO, hereinafter referred to as the Union, and the School District of Menomonee Falls, hereinafter referred to as the District. Pursuant to the statutory requirement, mediation proceedings were conducted between the parties on July 6, 1982. Mediation failed to resolve the impasse and the matter proceeded to arbitration on August 10, 1982. At that time, the parties were given full opportunity to present relevant evidence and make oral arguments. The proceedings were not transcribed. Post hearing briefs were filed with and exchanged through the arbitrator on October 8, 1982.

THE ISSUES:

Salary, health and dental insurance, job reclassifications, and language modification, remain at impasse between the parties. The final offers are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

Since no voluntary impasse procedure was agreed to between the parties regarding the above impasse, the undersigned, under the Municipal Employment Relations Act, is required to choose the entire final offer of one of the parties on the unresolved issues.

Section 111.70(4)(cm)7 requires the mediator/arbitrator to consider the following criteria in the decision process:

- 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 municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and comparable communities.
- E. The average consumer prices for goods and services, commonly known as cost-of-living.
- F. The overall compensation presently received by municipal employes 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.
- G. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- H. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

POSITIONS OF THE PARTIES:

Position of the District: The District contends current economic conditions, comparables, and demonstrated need for reclassification of the accounts clerk supports its position. Maintaining it is faced with declining enrollments, reductions in State aid, layoffs and school closing, and dramatic increases in tax delinquency in the County, the District posits moderation must be exercised in granting wage and fringe benefit increases to its employees. Finally, noting private sector businesses have been hard hit by recession and private sector unions have accepted wage concessions, the District argues the current economic state demands the interest and welfare of the public be an overriding consideration in the instant matter.

Comparing itself to sixteen other districts in the immediate area, which it maintains meets criteria previously established by arbitrators as a basis for selection of comparables, the District argues both internal and external comparisons and private sector comparisons support its position on wage rates and dental and health insurance contributions. The District contends that when the cost of all new benefits to the clerical unit is costed into the package, its offer to this unit for 1982-83 is consistent with the settlements reached with food service and teacher aide employees. It also argues the offer is consistent with its final offer presented to the teachers' unit and the offer it has made in negotiations to the custodial workers. The District continues that while the 1981-82 total package increases given its other bargaining units were slightly higher than the 1981-82 offers to the clerical unit, the settlements reflected agreement reached when inflation rates were considerably higher than present rates. Finally, the District posits the Union offers no credible evidence to support wage increases which exceed the increases voluntarily accepted by the other organized employees within the District.

The District continues the Union not only seeks increases beyond

those established within the internal comparisons, but it seeks a 1981-82 wage increase which far exceeds the private sector wage increase pattern set in the area. Further, positing its offer is more reasonable than the Union's, the District maintains its wage increase offer is more comparable to the increases received by private sector employees with similar job responsibilities and its health and dental insurance offer meets or exceeds health and dental insurance contributions made by private sector employers.

Maintaining the 1982-83 insurance benefits it offers is the same level of benefits it has offered its other bargaining units, the District continues it has attempted to maintain the same level of benefits among all its employees, an equity concept which has been upheld by many arbitrators. In addition to this effort, the District posits it has historically paid less than the full health insurance premium and notes it paid 90% of the premium expressed in dollars in 1979 and 1980. It continues the 93.5% of the 1982-83 premium expressed in dollars is then consistent with the historical relationship. Thus, the District concludes its insurance offer is more equitable than the Union's.

Finally, maintaining the burden of proof with respect to change in the status quo rests with the party proposing a change, the District argues the Union has failed to establish a persuasive need for change in any of its proposed language revisions and for reclassification of the Secretary I and Secretary II positions. The District asserts it, however, has established a need for additional compensation of the accounts clerk. It declares the accounts clerk position requires additional training and has more responsibilities than other clerical positions, thus, in order to attract and retain qualified individuals, the need exists to compensate them accordingly.

The Position of the Union: The Union, challenging the District's selection of comparables, notes the District's comparables include smaller districts whose similarity to Menomonee Falls is minimal. Further, it questions the District's method of selection of comparables since districts like Cedarburg are included but geographically abutting districts like Mequon-Thiensville and Wauwatosa are excluded. Finally, the Union posits the District is inconsistent in its selection of comparables and has excluded several districts which fall in the enrollment range set by the District which are geographically near such as Cudahy, Greenfield, Oak Creek-Franklin, and West Allis. In support of its comparables, the Union declares a better cross reference of schools includes districts in the Milwaukee metropolitan area with a 1981-82 enrollment over 3,000 since they share similar economic pressures and a similar labor market. The Union notes all of the districts it proposes are within the same geographical distribution of districts as those selected by the District. Additionally, the Union states it does not object to including Waukesha County Technical Institute, the Village of Monomonee Falls and Waukesha County as a secondary ring of comparables as long as the District uses similar job classifications when comparing wage rates.

Relying primarily upon comparables, the Union contends its wage rate and health and dental insurance benefit offer is more reasonable than the District's when external comparisons are made. Positing its wage offer maintains rank among the comparable districts, the Union asserts the Employer's offer would result in the employees falling far behind in wages. Further, the Union declares its offer is competitive when percentage increases are considered. It continues its wage offer is also more similar to settlements reached within the District, itself. Finally, it contends that among the non-school district units proposed as comparables by the District, the Employer's comparisons are inappropriate since the Employer compared job classifications in those units which are not comparable to the bargaining unit's classifications.

The Union, positing its health and dental insurance offer for 1982-83 only maintains the status quo agreed to by the parties in 1981-82, asserts its offer is more similar to benefits received by other employees working for the District. It continues a review of the external comparisons supports the District's assumption of the total cost of health and dental premiums.

Contending the clerical unit receives disparate treatment from the District in the dental care area, the Union declares the dental insurance provision is a critical issue. Noting the District's offer does not guarantee clerical employees coverage under the same plan provided its other employees, the Union argues the possibility of clerical unit employees being treated differently continues. Finally, the Union asserts the cost of the Union's offer in this area is significantly reduced each month the contract remains unsettled since the provision is not retroactive and the bargaining unit is now without dental insurance.

Charging the District has not demonstrated it is any worse off economically than surrounding districts, the Union rejects the District's position regarding the cost of living criteria. The Union posits the District's offer lags far behind the actual rise in the Consumer Price Index and notes the June 1980 to June 1981 Consumer Price Index, All Items Urban Wage Earners, increased 9.5%, an amount which closely coincides with its 1981-82 offer. The Union continues the June 1981 to June 1982 Consumer Price Index figure is 6.9% and concludes its 1982-83 offer of 7.75%, compared to the District's offer of 4.7%, prevents its employees from losing significant purchasing power due to inflation.

Declaring the District's proposal to upgrade the accounts clerk position was not made until the final offer stage of the mediation/arbitration process, the Union maintains this proposal is inappropriate and not consistent with the intent of the mediation/arbitration law. The Union concludes the District should not be encouraged to add "new" proposals up to and including the last exchange of final offers.

Stating the Union has proposed a major language revision concerning the layoff provision, the Union posits these changes were proposed to accommodate the District's concerns regarding bumping into the accounts clerk position and the Union's membership's concern over the relatively little difference in wages and responsibilities between the Secretary II and Secretary III positions. It continues this proposal, clarifying the existing language, is made now to improve upon the existing language while there is no emotionally charged situation to impact upon the language. Further, the Union declares its proposal regarding layoff has precedence within the District in the Custodial/Maintenance contract and in similar provisions which exist among other districts.

Finally, the Union states several of the other language changes within its proposal were made as responses to original District proposals to which the Union acquiesced. Thus, it declares there is no need to make arguments in support of these changes.

DISCUSSION:

The Comparables: In addition to mutually agreeing upon eleven districts, Waukesha, Elmbrook, West Bend, New Berlin, Oconomowoc, Mukwanago, Muskego, Kettle Moraine, Hamilton, Germantown and Arrowhead UHS, as comparable districts in the public sector in this dispute, both parties have suggested a number of other districts for comparables. The Employer has proposed five districts which it contends meets previous arbitral standards set forth in prior interest arbitration awards and the Union has proposed eight districts which primarily lie within Milwaukee County contending they not only are geographically near but

constitute districts which comprise the same labor pool and compete under the same economic conditions. All the additional districts proposed by both parties fall within the parameters set forth by the parties when they mutually agreed upon the initial eleven districts so conceivably they could be added to the pool of comparables. The undersigned has chosen to exclude them, however, since it appears the only reason to include them would be to provide additional support to each party's respective position and the comparable pool of eleven districts is large enough to establish an area pattern of acceptable wages and benefits. Having excluded these districts, however, does not mean the arbitrator accepted the District's argument that districts proposed by the Union are not appropriate comparables since it is clear some of these districts abut Menomonee Falls and are of similar populations and therefore are as likely to be comparable as those mutually agreed districts which are either larger or smaller in population and farther away both from Menomonee Falls and the Milwaukee urban area.

The District also proposes comparisons be made with non-school governmental units and non-governmental units within the area. Since the labor market for clericals includes the private sector as well as other public sector jurisdictions, the undersigned did review the positions of the parties relative to these comparisons. Secondary weight was assigned to them, however, since there are clearly differences in job titles, assigned duties, classifications and salary schedules. While the District testified such comparisons had been made on a basis of job responsibilities, it is difficult to generate meaningful comparisons since employees are classified and compensated according to local organizations. In assigning secondary weight to these comparisons, the undersigned also recognized comparisons of clerical employees within similar school districts to be more appropriate since it is likely the classifications and compensation will not only be more closely related to the function each individual performs within a school district but will more nearly approximate the 10 month and 12 month positions created in this school district.

In General: While there are differences between the parties regarding job classifications and layoff and other language changes, the undersigned concludes the major differences between them lies in wage rate increases and District contribution to health and dental insurance. Declaring the economy demands moderation in wage proposals, the District argues the interest and welfare of the public must be an overriding consideration when the uncertainty of the economy is measured against the increases sought by the Union. In weighing the interest and welfare of the public as a factor in accepting a final offer, it is incumbent upon the evaluator to not confuse the inability of a governmental body to pay increases in the cost of providing services with the interest and welfare of the public which more appropriately addresses a cost/benefit ratio for the provision of services. Included in developing such a ratio should be the consideration of the costs of providing benefits at a certain level compared with the corresponding difference for other possible actions. In attempting to arrive at such an evaluation, the indirect consequences resulting from the decision should also be considered, therefore, it is not inappropriate to consider the economic conditions prevalent when such a decision is reached but it may not be the overriding factor.

In this instance, weighed against the general economic conditions must be the ability of the governmental unit to absorb cost increases without creating financial difficulties within the governmental unit, without significantly increasing taxes which would cause an additional burden on those outside the governmental unit experiencing financial difficulties or without significantly cutting back on services. In addition to weighing the general impact of a wage increase within a governmental unit on the interest and welfare of the public, there is also the need to compare the proposed increases with the salary positions of the employees over a period of time to determine whether their relationships with others remains relatively stable since a stable relationship is also in the interest and welfare of the public.

The final offers of the parties in this instance creates a peculiar problem in that not only are wage increases for 1982-83 being determined but the 1981-82 increase is also being determined. Ideally, the 1981-82 contract should be decided upon the conditions which were prevalent in 1981-82 considerations and the 1982-83 contract should be decided upon current considerations. Given the impossibility of doing this since the final offer cannot be divided, it must be decided which year's factors will be given more emphasis. Clearly, if the parties had reached agreement on the 1981-82 contract, the economic conditions in 1982-83, in addition to the other factors considered, would carry considerable weight. Weighed against this factor, however, is the fact that the District has already budgeted and levied taxes for any increase which might occur in 1981-82. Thus, particularly as an increase might impact upon the taxpayer, the effect of a 1981-82 wage increase is minimized. Further, the economic conditions preceding the 1981-82 contractual year were significantly different than the economic conditions preceding the 1982-83 contractual year. The inflationary rate existing prior to the 1981-82 contract year was almost double that which precedes the 1982-83 year and percentage increases in wages for 1981-82 generally reflect that inflationary rate. Now, to decide a past contract plus next year's contract with the 1982-83 economic conditions and other factors known, given the immense difference in the same factors in 1981-82, becomes a "Catch 22". In deciding, however, which year's factors will be given more consideration, the undersigned has concluded that when two such diverse circumstances exist more weight must be assigned to current factors in order to give adequate weight to the effect of 1982-83.

On the economic issues, the District, claiming its offer is the more reasonable, states the cost of its final offer in 1981-82 is 7.79% for wages and 10.34% total package and 4.64% for wages and 7.61% total package in 1982-83. It continues, the Union's offer in 1981-82 costs out as a 9.62% increase in wages and a 12.04% increase in total package and 7.77% increase in wages and 11.63% increase in total package for 1982-83. Further, as support for its position, the District cites internal comparisons, comparisons with other similar public sector districts and comparisons with the private sector.

In order to determine which economic package is more reasonable, the percentage increases, relative rank and the dollar and cent wage rate increases must be considered. A comparison of the package offers with the cost of living index increase from June 1980 to June 1981 at 9.5% indicates the District's offer of 10.34% more nearly approximates the cost of living increase. Further, the District's offer for 1982-83 also exceeds the projected rate of inflation for 1982-83. Thus, on the basis of straight percentage increases, the District's offer is the more reasonable of the two.

A comparison of the percentage increases in 1981-82 internally and in the private sector reveals the District's offer is less than any other offer it made with its bargaining units but is consistent with or higher than private sector percentage increases. While the percentage comparisons do not reflect the actual dollar and cent increases on the wage rates, they do indicate what employees were willing to agree upon as rate increases which maintain, as nearly as possible, the status quo relative to their purchasing ability. The undersigned rejects the District's argument that it is justified in offering a lesser rate of increase to the clerical unit than it did its other employees because it submitted final offers at a later date when a different inflationary rate was known. However, the finding that the District's offer is slightly less than its offer to other employees is offset by the fact that the District's rate increase is consistent with or higher than the percentage increases which were agreed to within the private sector. Thus, the undersigned concludes, on the basis of comparisons internally and with private sector em-

ployers, neither the District's offer nor the Union's offer determines which of the final offers is more reasonable.

Of those public sector comparables settled in 1982-83, it appears the Union's offer more closely approximates the wage rate percentage increases agreed to, although the percentage increase on the wage rate may or may not reflect the total package increase. Thus, since there is no evidence to conclude whether or not the Union's total package offer is more comparable or not, no conclusion was drawn relative to percentage increases in the public sector comparables in 1982-83.

A review of the wage rates, while difficult to compare since job responsibilities, assigned duties, job titles, etc. vary and affect rates paid, indicates the District's offer more closely approximates the wage rate increases reflected with the private sector at the minimum rate structure but that the Union's offer more closely approximates the wage increases reflected within the private sector at the maximum rate. Further, a review of the other public sector comparable rates indicates the District's offer is more consistent with the rates paid at the minimum level while the Union's offer is more consistent with the rates paid at the maximum level.

The District has argued it is more appropriate to measure the rates paid its employees with comparable employees by comparing the minimum rates only since the maximum rates paid by certain employers do not have a fixed salary schedule or require a longer timeline to reach the maximum level than does the schedule in Menomonee Falls. The undersigned rejects this argument and finds maximum rates are as important a comparison as minimum rates. In the instant matter, the maximum rate is reached after 120 days of employment. The initial rate paid, therefore, is very similar to a probationary rate rather than a rate paid as a starting salary. Thus, in comparing the maximum rates, it must be considered that the Menomonee Falls clerical unit receives maximum pay over a greater number of years than employees in other districts. It must also be recognized, however, that while it may take other employees in other districts longer to reach a maximum rate than it does this clerical unit, there are built in step increases in the other districts which provide for additional compensation over any negotiated increases in wages, thus overall the differences may be offsetting factors.

When the minimum rate increases for 1981-82 and 1982-83 are compared to the other districts, it is noted the rank of the District compared to the other districts is high and remains relatively stable from 1981-82 to 1982-83 under the District's offer. Under the Union's offer there is slight improvement in rank between 1981-82 and 1982-83. Further, when the cents per hour increases are compared at the minimum rates, the District's offer is similar to the cents per hour increases in the other districts.

A comparison of the wage rates paid the Menomonee Falls employees for both 1982 and 1983 at the maximum level indicates the wages for all positions are among the lowest paid rates in the comparables. The Elementary School Secretary, under either offer, the District's or the Union's, would retain a ranking of 10 of 12 districts. While not all the districts are settled in 1982-83, a comparison of the maximum rates for 1982-83 under the final offers compared to the maximum rates paid other districts in 1981-82 indicates the rank for 1982-83 would remain the same as the 1981-82 ranking, therefore, even minimal increases in the remaining unsettled districts would result in the Menomonee Falls employees not changing rank and possible falling farther behind in the difference between the rates paid. Under either offer in 1981-82, Middle School Secretaries would be paid at the lowest rate among the comparable districts. Further, applying the same analysis to the Middle School Secretaries' increase in 1982-83 as was applied to the Ele-

mentary School Secretaries above, the Middle School Secretaries rank would remain lowest in 1982-83.

Under the Secretary I and II positions it is more difficult to tell how rank at the maximum level might change from 1981-82 to 1982-83 since three of the five unsettled districts in 1982-83 have lower wage rates than the Menomonee Falls clerical unit. It is noted, however, that the two positions would vary slightly in rank in 1981-82 dependent upon which offer would be implemented and an improvement or a drop in rank would occur in 1982-83 dependent upon which offer is implemented and assuming all comparables maintain a status quo. Finally, the Accounts Clerk position, under either offer in both years, results in the position being among the lowest paid positions within the comparable districts. In 1981-82, under the Union's offer, the position would be ranked 9 or 10th of 12 and under the District's offer, the rank would be 10th or 11th of 12 depending upon which maximum rate given the undersigned is correct. Further, in 1982-83, of the known settlements, under either offer, the position would become the lowest paid. While the undersigned has noted these changes in rank from 1981-82 to 1982-83, the changes are minor. More importance would be given these changes had the Union demonstrated it had been consistently dropping in rank over the years, however no such change in position was shown.

Since there is such a variance in the number of years it takes employees to reach the maximum level in other districts, the difference in rank between the minimum and maximum level is also somewhat mitigated.¹ The important factor, then, in determining which of the wage offers is more reasonable is which offer is more similar to the percentage increases experienced by other comparables and established as the cost of living increase. In both instances, the District's offer is the more reasonable.

There is no dispute between the parties over the District's contribution toward the health insurance premiums in 1981-82. Differences, however, exist between the two offers in 1982-83. Differences also occur over the provision of dental insurance.

In support of its offer, the District argues it has historically provided insurance benefits with an employee pay-in. The undersigned is not persuaded by this argument. 1979 and 1980, the years which the District stated set precedence for its argument were part of a two year contract and as such does not establish a pattern. Further, the District's willingness to assume 100% of the cost of the insurance premium in 1981-82 as part of its final offer contradicts the statement that historically employees have contributed toward the insurance premium.

As to the insurance equity argument raised by the District, the undersigned finds the District has not been consistent in this area either. The evidence shows both the teachers and the custodial/maintenance unit have been provided with dental insurance in the past. Further, the District's offer of dental insurance to the clerical unit does not indicate the District intends to offer the clericals the same dental insurance it has offered its other employees. The District is correct in stating its offers to the three units in 1982-83, pertaining to employee pay-in in these areas is consistent, however that is counter-balanced by the fact that the three units all seek 100% assumption of the cost. Therefore, the undersigned finds the question of equity is not as determinative as it might be in other circumstances.

¹The number of years needed to reach maximum in other districts vary from 2 to 10 years with the mean number of years being 5 and the average number of years being 4.67.

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Finally, although the District has argued the comparables support its final offer with regard to the provision and payment of health and dental insurance, a review of the evidence submitted indicates the majority of both public and private sector comparables provide full payment of health and dental insurance benefits by the employer. Thus, on the basis of comparisons, the undersigned concludes the Union's offer, which is most similar to the comparables, is the more reasonable of the two offers.

Both the District and the Union seek reclassifications in the salary schedule structure. The District proposes the Accounts Clerk and Secretary IV positions be separated and the Accounts Clerk be paid a higher wage rate. The Union seeks merger of the Secretary I and II positions since it proposes moving the only Secretary I employee to a Secretary II position. Further, it only proposes rates for the Secretary II positions and others above this position. Neither side was able to give persuasive reason for the changes it proposed. While the undersigned concurs with the District that it might have difficulty in the future retaining an Accounts Clerk if it does not adequately compensate those individuals for the responsibilities they assume, there is no indication this is currently a problem or that the problem is imminent. The Union, while stating the job responsibilities for the Secretary I and II positions are essentially the same provided little reason for why the two positions should be merged. Therefore, the undersigned finds this issue will be determined by which final offer is selected.

The final differences between the parties lie in the area of language changes. Several of the proposed changes have little impact on the current language, however, the layoff language, under the Union's proposal, causes a significant change which involves bumping. In essence, the proposal made by the Union would allow bumping by seniority between the Secretary II and Secretary III classifications. While this language is similar to language which exists in the Custodial/Maintenance contract, there has been no demonstrated need for the change proposed by the Union and the undersigned is of the belief that these provisions should be the result of negotiations between parties, if at all possible. Therefore, within a showing of persuasive need, the undersigned finds the District's position more reasonable on this item.

Having concluded earlier the conditions which prevail prior to the 1982-83 contract will carry more weight in deciding which of the two year offers is more reasonable since the general economic conditions have changed substantially for 1982-83, the undersigned concludes the District's offer is more reasonable in 1982-83. This conclusion is arrived at with great reluctance since the 1981-82 offer of the Union is somewhat more reasonable than the District's. Thus, the fairness of issuing a decision which is not totally fair to both the District and its employees gives cause for great concern to this writer. Given this situation, however, it is incumbent upon the undersigned to determine whose offer should be implemented and thus, while having concluded the District would be able to assume the costs of either offer in 1981-82 without any significant burden on the District or its taxpayers, the same conclusions cannot be reached for 1982-83. In weighing the 1982-83 offers, the undersigned concludes the District's offer is more reasonable with regard to cost of living increases and with regard to similar percentage increases in economic benefits with other comparables in both the public and private sector. While the rank may change in 1982-83, the certainty of that has not been established since several districts are unsettled. Further, there was no evidence submitted that "catch up" was an overriding factor for the Union. Finally, the cents per hour increase offered by the District compares favorably with the cents per hour increases offered by other districts and in the private sector. Having made these findings, the

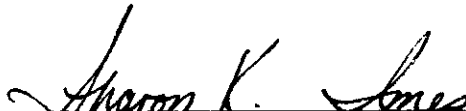
undersigned also notes the evidence supports a conclusion that wage relationships of this unit remain relatively stable compared with other districts which are similar. It is true the health and dental insurance contributions favor the Union's offer, however, given the outside economic factors applying pressure to the governmental budgetary process in 1982-83, greater weight must be assigned to the total cost of economic benefits and that relationship to economic improvements among comparables and compared to the cost of living.

Thus, having reviewed the evidence and arguments and after applying the statutory criteria and having concluded the District's offer is more reasonable as pertains to the 1982-83 aspect of the final offer, the undersigned makes the following:

AWARD

The final offer of the District, along with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor collective bargaining agreement which remained unchanged during the course of bargaining, are to be incorporated into the collective bargaining agreement as required by statute.

Dated this 27th day of December, 1982, at La Crosse, Wisconsin.



Sharon K. Imes
Mediator/Arbitrator

SKI:mls

EXHIBIT "A"

Name of Case: School District of Menomonee Falls Case XXVII No 78498 Med/Arb-135'

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

(Date)

(Representative)

On Behalf of: School District of Menomonee Falls

MULCAHY & WHERRY, S.C.

ATTORNEYS AND COUNSELORS AT LAW

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PERRY H. FRIESLER
DENNIS J. MC NALLY
JAMES L. EVERSON (1841-1877)
THOMAS P. GUSZKOWSKI
JOHN T. COUGHLIN
JOHN F. MALONEY
RONALD J. RUTLIN
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MARK L. OLSON
PAUL R. SCHILLING
STEPHEN L. WELO

April 27, 1982

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APR 29 1982

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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14 W. Mifflin Street, Suite 200
P.O. Box 7870
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PLEASE REPLY TO:
Milwaukee

Re: School District of Menomonee Falls,
Case XXXVII, No. 28498 ME/R-1359

Dear Mr. McGilligan:

Enclosed please find, pursuant to the timelines set forth in your letter dated April 12, 1982, the second final offer submitted by the Menomonee Falls School District in the above-captioned matter. A copy of this final offer, as with the Board final offer dated April 19, 1982, is being forwarded directly to Union Representative Richard Abelson.

Thank you for your attention to this matter, and for your assistance in this dispute.

Very truly yours,

MULCAHY & WHERRY, S.C.

Mark L. Olson

Mark L. Olson

MLO/gyb

cc: Dr. Jack Magnuson, Supt.
Personnel Committee
Mr. Richard Erickson, Asst. Bus. Mgr.
Mr. Richard W. Abelson

RECEIVED

MENOMONEE FALLS SCHOOLS

APRIL 27, 1982

APR 29 1982

SCHOOL BOARD FINAL OFFER

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

I. 1981-82

A. Article XIV, Section 14.01, Hospitalization and Surgical Insurance:
Insert the following rates in the language of current Section 14.01:
\$122.25 per month family; \$46.75 per month single.

B. Article XIII, Wages: Revise Appendix B to reflect the following rates:

<u>1981-82</u>	<u>Start</u>	<u>120 Days</u>
Accounts Clerk	\$5.53 per hour	\$6.15 per hour
Secretary IV	\$5.49 per hour	\$6.10 per hour
Secretary III	\$5.10 per hour	\$5.67 per hour
Secretary II	\$5.00 per hour	\$5.56 per hour
Secretary I	\$4.86 per hour	\$5.41 per hour
Part-time	\$4.20 per hour	\$4.66 per hour

C. Full retroactivity to commencement of 1981-82 contract year.

II. 1982-83

A. Article XIV, Section 14.01, Hospitalization and Surgical Insurance:
Insert the following dollar amounts in the current language:
\$140.59 per month family; \$53.75 per month single.

B. New Section 14.04, Dental Insurance, to read as follows:

"The Board shall implement, as of July 1, 1982 (or the month following the date of a Mediator/Arbitrator's award), a dental insurance program providing the following premium amounts for all eligible employees, for appropriate family or single membership in the Plan: \$26.46 per month family; \$9.00 per month single. It is agreed that the program to be implemented shall be essentially equivalent, from the basis of total package benefits, to that provided to other school district employees as of July 1, 1982."

C. Salary

<u>1982-83</u>	<u>Start</u>	<u>120 Days</u>
Accounts Clerk	\$5.85 per hour	\$6.50 per hour
Secretary IV	\$5.76 per hour	\$6.40 per hour
Secretary III	\$5.32 per hour	\$5.92 per hour
Secretary II	\$5.22 per hour	\$5.80 per hour
Secretary I	\$5.08 per hour	\$5.66 per hour
Part-time	\$4.40 per hour	\$4.88 per hour

III. All other portions of 1979-81 collective bargaining agreement to remain as stated in 1979-81 agreement.

EXHIBIT "B"

Name of Case: School District of Manitowish Falls Case XXXVII No. 28498 Med/Arb 135

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

(Date)

(Representative)

On Behalf of:

Local 2765, AFSCME, AFL-CIO

ROBERT W LYONS
EXECUTIVE DIRECTOR



Wisconsin Council 40

AFSCME, AFL-CIO

5 ODANA COURT • MADISON, WISCONSIN 53719 • 608/274-9100

April 27, 1982

RICHARD W. ABELSON
STAFF REPRESENTATIVE
2216 ALLEN LANE
WAUKESHA, WI 53186
414/542-4680

RECEIVED

Mr. Dennis McGilligan
Wisconsin Employment Relations Commission
P.O. Box 7870
Madison, Wisconsin 53707

APR 30 1982

Dear Mr. McGilligan:

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Enclosed please find a copy of the Union's Final Offer in the
Menomonee Falls School District matter.

Very truly yours,

Richard W. Abelson

cc: Mr. Mark Olson
Ms. Renee Fischer

LOCAL 2765, AFSCME
CLERICAL EMPLOYEES FINAL OFFER

RECEIVED

APR 30 1982

April 20, 1982

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1. Section 5.04 Temporary Employee: Add the following to the current language:

"It is agreed that the District shall have the right to extend the employment period of a temporary employee for an additional 30 days, upon written notification to the union of the reasons for the extension. Such employee shall, following expiration of the additional 30 days, be separated from the payroll.

2. Sec. 9.05 (B) Selection: Revise to read as follows:

"The selection of an applicant to fill a job vacancy shall be made on the basis of skill, ability, and seniority; however, if the skill and ability of two or more employees, as determined by the Administration, is relatively equal, the employee with the greatest District-wide seniority shall be chosen. Determinations as to skill and ability may be subject to the grievance procedure."

3. Article 10.02 Layoff Procedure: Revise to read as follows:

"This procedure shall apply when the School Board reduces staff. The Board shall have the sole right to determine the clerical position or positions to be eliminated. After the Board has determined which position or positions shall be eliminated, the following procedure shall be used.

"The selection of employees to be laid off shall be made according to the following guidelines:

1. All temporary, seasonal, casual and probationary employees shall be laid off before any regular full-time or regular part-time employee is affected;
2. Normal attrition resulting from employees retiring or resigning shall be relied upon to the extent possible;
3. Volunteers will be considered next. In the event the employee does volunteer, he/she shall be accorded all rights under this Article;
4. Layoffs shall be accomplished by the District by classification. Should the reduction of the bargaining unit employees in any classification become necessary, the District shall lay off in inverse order of District-wide seniority.

Replacement:

"In the event that an employee laid off under this Section possesses more District-wide seniority than another employee, the laid off employee may exercise his/her seniority in the following manner, provided that the employee is qualified and capable of performing the usual functions of the position. It is understood that employees shall not be allowed,

pursuant to this procedure, to bump up (see Subsec. D, below). For the purposes of this bumping procedure, 'layoff' shall be defined as elimination of a position in which there is an incumbent bargaining unit member.

- a. The laid off employee shall have the right to replace the least senior employee in his/her classification if none are less senior, then
- b. The laid off employee shall have the right to replace the least senior employee in a lower classification; if none are less senior, then
- c. The laid off employee shall have the right to replace one or more part-time employees to supplement a full-time position. The District will make a reasonable effort to accommodate the retention of full-time positions. In such an event, the employee shall be placed at the full-time rate in the classification into which he/she bumped. It is understood that if the layoff or bumping of regular part-time employees necessitates a combination or work assignment at different locations, or on a split shift basis, in order to maintain a regular full-time position for the performance of the remaining work, it is understood that the full-time employee exercising bumping rights in the two or more part-time positions may be assigned to work such combined assignment or split shift basis.
- d. The classifications shall be as follows; within these classifications, only downward bumping is permitted:

- Account Clerk/Secretary IV
- Secretary III*
- Secretary II*
- Part-time

*The classifications of Secretary II and Secretary III are to be interchangeable for the purposes of "replacement" as defined in paragraph d. Accordingly, a Secretary II will, if he/she possesses more seniority than a Secretary III, be able to exercise a "bump" in accordance with the negotiated procedure.

- e. It is understood that employees in the classification of Account Clerk cannot utilize this replacement procedure to bump employees in Secretary IV classification; correspondingly, employees in the classification of Secretary IV cannot bump employees in the classification of Account Clerk. Employees in each of these respective classifications may utilize all other aspects of the replacement procedure as set forth herein.
4. 11.07 Teacher Convention Days: Revise to read as follows:

"When school is not in session due to Teachers Convention, or other days scheduled off or in lieu thereof, employees shall have the option of

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page three

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

working on such days or taking the days off without pay. However, it is understood that in the event the District determines that certain unit employees are needed on such days, and so notifies the employees in question, such employees shall be expected to work, at their normal hourly rate, upon such days."

5. Article XIV, Section 14.01, Hospitalization and Surgical Insurance: Insert the following rates in the language of the current Section 14.01: \$46.75 per month single; and \$122.25 per month family for the 1981/82 contract year. Add a new sentence to Section 14.01, as follows:

"For the second year of the agreement, the District shall pay any increases in the above-stated health insurance policies."

(Full retroactivity to July 1, 1981)

6. Add a new Section 14.05, Dental Insurance, as follows:

"The parties agree to implement for 1982-83, as of July 1, 1982 (or the month following the date of a Mediator/Arbitrator's award) a dental insurance program specifying the monthly dollar amount, in the contract, which represents the full dental insurance premium for eligible employees, for appropriate family or single membership in the plan. The program to be implemented will be an equivalent plan to that provided to other school district employees as of July 1, 1982.

7. Appendix "A" 1981-82 Salary Schedule to be effective July 1, 1981:

<u>Position</u>	<u>Starting Rate</u>	<u>After 120 Days</u>
Account Clerk/Secretary IV	\$5.65	\$6.22
Secretary III	5.23	5.76
Secretary II*	5.13	5.65
Part-time	4.31	4.74

Appendix "B" 1982-83 Salary Schedule to be effective July 1, 1982:

<u>Position</u>	<u>Starting Rate</u>	<u>After 120 Days</u>
Account Clerk/Secretary IV	\$6.09	\$6.70
Secretary III	5.64	6.21
Secretary II*	5.53	6.09 6.09
Part-time	4.64	5.11

*Secretary I: As of July 1, 1981, move to Secretary II pay.

8. Article 31 Duration of Agreement: Amend to a two-year agreement, commencing July 1, 1981 and expiring June 30, 1983.

9. All other provisions of the 1979-81 collective bargaining agreement to remain as stated in the 1979-81 agreement.