

REC-10

DEC 9 1982

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

IN THE MATTER OF MEDIATION - ARBITRATION BETWEEN

Rhinelanders Support Staff Association Rhinelanders, Wisconsin)	Award
)	
-and-)	Mediator-Arbitrator: John W. Boyer, Jr.
)	
School District of Rhinelanders Rhinelanders, Wisconsin)	Case XI No. 29706 MED/ARB-1651 Decision No. 19815-A

APPEARANCES

For Rhinelanders Support Staff Association

Steve Kowalsky, Representative
 WISCONSIN FEDERATION OF TEACHERS
 Len Bessa, Negotiating Team Member
 Gail Bloom, Negotiating Team Member
 Mel Christofferson, Negotiating Team Member
 Jan Dettorn, Negotiating Team Member
 Jan Johnson, Negotiating Team Member

For School District of Rhinelanders

Ronald J. Rutlin, Attorney
 MULCAHY & WHERRY, S.C., ATTORNEYS AT LAW
 Robert Hanson, Superintendent
 Harriet Jelinek, Board Negotiating Committee, Chairperson
 Rae Joy Jones, Board Negotiating Committee, Member
 Joseph Obey, Director of Personnel
 Richard Voss, Board Negotiating Committee, Member

STATEMENT OF JURISDICTION

Pursuant to the provisions of the Municipal Employment Relations Act, on May 5, 1982, the Parties filed a stipulation with the Wisconsin Employment Relations Commission alleging an Impasse existed in the process of collectively bargaining matters affecting wages, hours and conditions of employment, and requesting the Commission initiate the Mediation-Arbitration process. Subsequently, on June 16, 1982, a Commission staffperson conducted an investigation that concluded the Parties were at Impasse, the Parties were directed to and duly submitted respective statements of "final offers" and stipulations of matters agreed upon; and on August 12, 1982, the Commission issued its "Findings of Fact, Conclusions of Law, Certification of Results of Investigation, and Order Requiring Mediation-Arbitration".

The Mediator-Arbitrator, selected from a list submitted by the Wisconsin Employment Relations Commission, was John W. Boyer, Jr. A Public Hearing in the matter was scheduled for 10:00 A.M. on November 23, 1982, with Mediation-Arbitration to begin at 11:00 A.M. that same date in the District's Board Room in Rhinelander, Wisconsin.

ISSUES AT IMPASSE

- 1) Wage Rates
- 2) Health Insurance

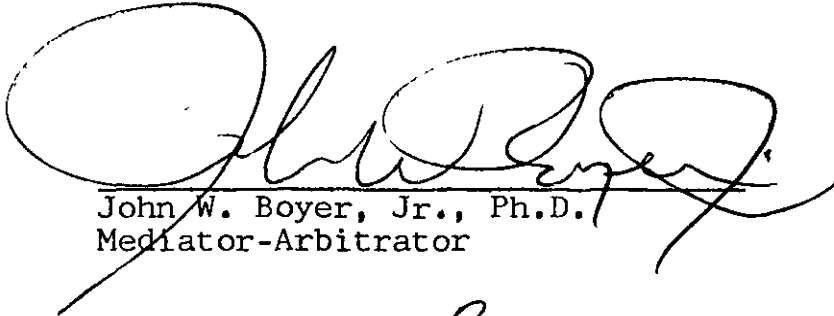
Discussion

Prior to formal convening of the scheduled Public and Mediation-Arbitration Hearings, the Parties stipulated to having achieved agreement upon the Issues previously indicated at Impasse and requested such decisions be included in an Award by the Mediator-Arbitrator. Accordingly, neither discussion of the Parties' initially divergent "final offers" or the rationale of either the Parties and/or the Mediator-Arbitrator are provided.

AWARD

- 1) The Agreement shall include all previously Stipulated Agreements.
- 2) That all Wage Rates included in Appendix "B" of the Parties' Agreement shall be increased five (5.0%) percent "across-the-board". All resultant Wage Rates shall be retroactive to July 1, 1982; and the Employer shall issue a check for any retroactive amount due individual employees on or before December 16, 1982.
- 3) That Article 18 - Health Insurance shall be amended as provided in the addendum noted by asterisk (*) on "Attachment A" of this Award.
- 4) The Rhinelander Support Staff Association shall act to withdraw a Prohibited Practice charge (Case No. XIII 30663, M.P. 1412) filed with the Wisconsin Employment Relations Commission.

The Mediator-Arbitrator accepts and appreciates the stipulated desire of the Parties to cooperate in implementation of the specifics and intent of the Award. Further, the Award shall constitute finalization of all Issues remaining in dispute between the Parties in the instant matter.



John W. Boyer, Jr., Ph.D.
Mediator-Arbitrator

Dated: December 3, 1982
Duluth, Minnesota

Attachment A

ARTICLE 18 - HEALTH INSURANCE

The District agrees to pay towards health plan coverage for employees pursuant to the following schedule:

Twelve Month Full-Time Secretarial Employees

Up to \$182.50 per month toward the cost of the family health plan or up to \$64.80 per month for the single health plan coverage.*

Twelve Month Full-Time Custodial Employees

Up to \$182.50 per month toward the cost of the family health plan or up to \$64.80 per month for the single health plan coverage.*

School Year Full-Time Food Service Employees and Aides and
Twelve Month Cleaning Employees Working Thirty (30) Hours
or More Per Week

\$64.80 per month toward the cost of the single health plan coverage towards single or family health plan coverage.

Any increase in the cost of insurance premiums prior to July 1, 1983, shall be paid by the District and will be costed as part of the contract for the following contract year. Any savings in the cost of health insurance, as a result of a decrease in premium prior to July 1, 1982, shall be applied to the economic package the following year.

All other employees working twenty (20) or more hours per week may elect to participate in the family or single plan coverage at their own expense.

The employer may from time-to-time change the insurance carrier and/or self-fund its health care program if it elects to do so, if such change provides substantially equivalent coverage and benefits. Any increase in the cost of such employer initiated change shall be paid by the employer.

No employee shall make any claim against the District for any additional compensation in lieu of or in addition to his/her insurance premiums paid because he/she does not qualify for the family plan.

*In the event the District prevails in the mediation/arbitration with the Rhinelander Teachers Association (RTA) currently pending before Robert Mueller the employees receiving Family Health insurance will begin to contribute 10% toward the cost of the Family Health Insurance premium effective the month following the issuance of the award. At the same time an adjustment in the across the board percentage wage increase shall be made retroactive to July 1, 1982, so that the total package increase for 1982-83 shall be 8.4% which is approximately \$87,100 based upon the stipulated costing data dated 11/12/82. Said payment to be made as soon as reasonably possible. In the event the RTA prevails in the mediation/arbitration before Mr. Mueller, no change will be necessary in wages or health insurance.