

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

JUN 15 1983

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of Mediation/Arbitration  
between  
MONTELLO COUNCIL OF AUXILIARY PERSONNEL  
and  
MONTELLO SCHOOL DISTRICT

CASE VII  
No. 29791  
MED/ARB-1687  
Decision No. 19955-A

Appearances

For the Council: Arden Shumaker, Uniserv Director  
Suzanne Ratzlaff  
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214 West Cook Street  
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For the District: David R. Friedman, Esq.  
Staff Council  
Wisconsin Association of School  
Boards  
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BACKGROUND

The undersigned was notified by an October 18, 1982, letter from the Wisconsin Employment Relations Commission of his selection as Mediator/Arbitrator in an interest dispute between the Montello Council of Auxiliary Personnel (hereinafter Council) and the School District of Montello (hereinafter District). The dispute concerns certain of the terms to be included in the parties' 1982-1983 Agreement. Pursuant to statutory responsibilities, mediation was conducted on January 24, 1983. A settlement did not result. The matter was advanced to arbitration on February 9, 1983, for binding determination. Both parties filed timely post-hearing briefs and the record was closed on April 6, 1983. Based upon a detailed consideration of all the evidence and argument submitted, and relying upon the criteria set forth in Section 111.70 (4) (cm), Wisconsin Statutes, the Arbitrator has formulated this Award.

ISSUES

There are five issues before the Arbitrator:

1. What is the appropriate group of comparables?
2. What is the appropriate wage package for 1982-1983?
3. Should a "fair share" form of union security be included in the 1982-1983 Agreement?

4. What grievance/arbitration language should be included in the 1982-1983 Agreement?

5. Should the 1982-1983 Agreement provide that the District pay 1/2 of the single coverage health insurance premium for Transportation Class II employees who work more than 20 hours per week?

#### DISCUSSION

The comparability issue must be resolved first so that the parties' offers on the remaining substantive issues may be balanced against practices in comparable employment situations.

#### Comparability

School Board Position. The Board believes that the following list illustrates the appropriate comparables to be used in this matter:

Marquette County  
Montello Care Center  
City of Montello  
School Districts of:  
Westfield  
Wisconsin Dells  
Portage  
Princeton  
Markesan  
Green Lake  
Berlin  
Pardeeville

The Board believes that a labor market approach should be used to assess the appropriateness of comparable employment situations. It points out that 25 of the 28 bargaining unit employees live in the Montello school district and the remaining 3 live within a reasonable driving distance from the school. And the Board asserts that the comparables pool should not be limited to unionized groups of employees.

Council Position. The Council prefers the use of organized school districts of similar size to Montello as the appropriate group of comparables. Though some of these districts are quite a distance from Montello, the Council notes that there are not many organized units of auxiliary personnel close by. The Council also points to the existence of a Master Agreement for these auxiliary groups and to similar economic conditions as evidence of comparability.

Finally, the Council believes that non-unionized groups of auxiliary employees should be excluded from comparison because they have no representation for wages, hours and working conditions. In contrast, employees in the Montello auxiliary unit have such representation and are in their second round of bargaining. Thus, they are clearly distinct from the groups proposed by the District as comparable.

The Council feels that the following list of comparables should be used:

Marquette County  
 School Districts of:  
 Adams-Friendship  
 Boscobel  
 Columbus  
 Evansville  
 Lake Mills  
 Lodi  
 Potosi  
 Riverdale  
 Seneca  
 Wautoma

Analysis. It is generally assumed that market conditions are the dominant influence on the outcome of labor negotiations. And, since interest arbitration is designed to approximate the outcome of negotiations conducted entirely under free collective bargaining, it is appropriate to evaluate the influence of economic pressures exerted on the parties by the market in which they operate. For example, if a school district offers wages significantly below that offered by others which compete for the same employees, the employees would have some incentive to move to the districts offering the higher wage. The employer might then be motivated to offer a wage increase in order to retain the employees. But obviously, employees are not perfectly mobile. There are geographical limits to how far they will move for higher wages or improved working conditions. This serves to illustrate the fact that labor markets have their geographical limits. Employers in one labor market do not compete for employees with employers in another. Thus, it makes good sense to use geographical proximity as one of the tests of comparability. And it appears from a Wisconsin map that most of the districts proposed by the Association as comparables, particularly Seneca, Boscobel, Potosi, Evansville, and Riverdale, are a considerable distance from Montello.

Geographical placement is usually one of the first used measures of comparability. Other measures include size and similarity in responsibilities and services provided. On the size dimension the parties presented limited data. There is even less information in the record about duties and responsibilities.

The following Table has been constructed with information available in the record:

TABLE I

Selected Proposed Comparables  
 (Number of Employees, F.T.E., 1981-1982)

<u>School District</u>	<u>Custodial</u>	<u>Clerical</u>	<u>Food Svc.</u>	<u>Aides</u>	<u>Transport.</u>
Montello	6	4	6	1	11*
Berlin Area	10	9	7	3	0
Green Lake	4	3	3	2.5	0
Markesan	6	4	7.7	4.5	0
Pardeeville	9	5	6	8	0
Portage	18	18	13	9	0
Princeton	3	3	2	1	6
Westfield	7	6.5	11	4	14
Wisconsin Dells	13	14	13	7	18

Sources: District Exhibits 7, 15-22

\*Actual Employee Count; F.T.E. not reported

The data reported in Table I are the only specific data on size available in the record. It is therefore not possible to accurately determine whether proposed comparables not included in the Table are of similar size to Montello. The Council asserted that the districts on its comparables list were about the same size as Montello, but presented no data in support of that position. However, the Board did not argue that they were not comparable in size either.

And finally, the Council's argument that only unionized work forces should be used as comparables merits discussion. Labor economists do not agree on the extent of crossover in wages and other employment conditions between union and non-union employers. For example, some believe that non-union employers tend to match union wages in the same industry in order to remain non-union. Other economists point to studies suggesting that unionized employees enjoy significantly higher wages (about 15%) than their non-union counterparts in other organizations. Such mixed opinions from the experts are of little help here.

Turning to the language of the controlling statute, Sec. 111.70 (4) (cm), Wis. Stats., no specification is made that only unionized employers should be used as comparables. The relevant language is quoted below:

Comparison of wages, hours and conditions of employment of the 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 in comparable communities.

The Statute merely sets forth for comparison the employment conditions of "other employees performing similar services" and "other employees generally" in the same and comparable communities. There is no specification regarding the exclusion of non-union employment. The Arbitrator therefore concludes that union status should not be imposed as a criterion for selecting comparables.

Based upon a consideration of the data available in the record, and using geographical proximity and size as the primary guideposts, and Arbitrator has concluded that the following school districts should be used as the comparables:

Berlin  
Green Lake  
Markesan  
Pardeeville

considered a secondary comparable due to its extremely large size in comparison to Montello (about 3 times as many auxiliary employees). The remaining school districts were excluded due to their distance from Montello.

### Salary

Board Position. The Board proposes a 5% wage increase across all classifications. It notes that salary for auxiliary employees, unlike that for teachers, does not include step increases for seniority. It is therefore difficult to determine to what extent length of service has contributed to salary in other districts by merely looking at the salary figure itself. The Board also notes that salary is only one part of overall compensation and that employees in the auxiliary unit enjoy a full and competitive benefit package.

Moreover, the Board argues, its salary offer of 5% is more than reasonable in view of the high unemployment rate and low inflation rate in the area. And the Board feels that while employees in the auxiliary unit are highly valued by the District, the nature of their skills is such that they could be easily replaced by current job seekers in the labor market.

Council Position. The Council's wage offer includes a 7% increase in wages and an increase in the hourly rate for Class II Transportation employees during extra-curricular trips to \$5.00 per hour. It feels that such increases are appropriate because Montello auxiliary employee salaries rank toward the bottom of the scale among the nine unionized groups it proposed as comparables. And, the Council argues, its offer would not place Montello at the top of the list; for most classifications it would still be near the bottom.

Analysis. The total dollar difference between the parties' offers is not overwhelming. Either offer would advance Montello auxiliary workers slightly beyond the cost of living increases as measured by conventional indicators. And the District did not claim an inability to pay for what the Council seeks. Table II has been constructed to compare salaries of Montello auxiliary personnel with those of employees in comparable employment.

TABLE II

Comparable District Salaries (1981-1982)

<u>District</u>	<u>Custod.</u>	<u>Cleric.</u>	<u>Cafet.</u>	<u>Aides</u>	<u>Transp.</u>
Berlin (H)	6.60	5.45	4.60	4.95	N/A
(L)	5.50	4.80	3.75	4.35	N/A
Green Lake (H)	5.49	4.52	3.90	4.86	N/A
(L)	5.49	4.52	3.86	4.14	N/A
Markesan (H)	5.35	4.38	4.30	4.30	N/A
(L)	4.45	4.38	4.05	4.10	N/A
Pardeeville (H)	6.80	5.05	4.80	4.10	N/A
(L)	3.50	3.50	4.00	3.65	N/A
Princeton (H)	7.50	6.00	5.25	5.25	10.00
(L)	3.75	3.35	3.35	3.35	7.00
Westfield (H)	4.50	5.02	4.06	4.47	17.71
(L)	3.85	3.75	3.86	3.35	15.00
Wis. Dells (H)	6.90	6.37	5.36	3.91	7.43
(L)	3.69	3.75	3.69	3.40	5.50
Wautoma (H)	5.28	4.25	4.05	N/A	23.48
(L)	4.88	3.98	3.77	N/A	19.28
Adams-Frndshp. (H)	5.67	4.27	4.65	N/A	22.00
(L)	4.00	3.31	3.32	N/A	
Average (H)	6.01	5.03	4.55	4.55	*
(L)	4.34	3.93	3.74	3.76	*
Montello (H)	5.55	4.33	4.30		15.45
(L)	3.55	3.50	3.55	3.50	
Montello Rank (H)	6/10	9/10	6/10		N/A
(L)	9/10	7/10	8/10	6/7	N/A

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Non-Supervisory - employees only (excludes head cooks, head custodians, etc.). All hourly figures computed from annual salaries or equivalents divided by hours worked per year.

Sources: Board Exhibits 15-22; Council Brief, p. 10; 1981-1982 Agreement, School District of Montello

\* Average not meaningful due to varying pay bases.

The above Table excludes comparison with employees using skills different from those represented in the Montello

Based upon the information in the Table it appears that Montello auxiliary employees are currently paid at rates generally below the average among the comparable school districts. The same conclusion holds true for the group of secondary comparables.

The 1981-1982 Montello wages are generally comparable to those of Marquette County employees in similar jobs (1981 rates).

Table III was constructed to juxtapose 1982-1983 salary increases across the comparables with the offers of the parties.

TABLE III

1982-1983 Salary Increases (%)

<u>District</u>	<u>Custod.</u>	<u>Cleric.</u>	<u>Cafet.</u>	<u>Aides</u>	<u>Transp.</u>
Berlin	9.0	-	-	-	-
Green Lake	-	-	-	-	-
Markesan	6.5	5.9	5.9	5.9	-
Pardeeville	-	-	-	8.0	-
Princeton	-	-	-	-	-
Westfield	-	5.0	-	-	-
Wis. Dells	-	-	-	-	-
Wautoma	-	-	-	-	-
Adams-Frndshp.	-	-	-	-	-
City of Montello	3.0	3.0	-	-	-
Marquette County*	8.5	8.5	-	-	-
Average	6.7	5.6	5.9	6.9	-
Board Offer	5+	5+	5+	5+	5+
Council Offer	7.0	7.0	7.0	7.0	7.0

Sources: Board Exhibits 13, 14, & 15; Association Brief, p. 15.

\*Based on 1982 vs. 1981 rates; 1983 rates not in record.

It is important to note that the Table was developed only from complete data. In many instances the record contained salary ranges for 1981-1982 but only a single figure for 1982-1983. Therefore, the Table is far from a complete picture of 1982-1983 settlements among the comparables and can be used only as a guideline. On balance, it suggests that (1) the Council's salary offer is a bit above the average and (2) the Board's salary offer is a bit below the

The Board is correct in its assertion that salary is only one element of overall compensation, and that benefits should be considered as well. Table IV has been developed to illustrate benefit levels among the comparables.

TABLE IV  
1981-1982 Benefits

<u>Employer</u>	<u>Health(\$)</u> <u>Sgl/Fam</u>	<u>Dental</u> <u>Sgl/Fam</u>	<u>Vacations</u> <u>Weeks/After X Years</u>
Berlin	34/92 <sup>(1)</sup>	none	1/1; 2/2; 3/8
Green Lake	100%	none	1/1; 2/2; 3/10
Markesan	56/140	none	2/1
Pardeeville	48/127	none	1/1; 2/2; 3/10
Princeton	49/125	none	1/1; 2/5; 3/20
Westfield	51/141	none	1/1; 2/2; 3/6; 4/11
Wis. Dells	100%/75%	none	1/1; 2/2; 3/10
Wautoma	-	-	-
Adams-Frndshp.	34/93 <sup>(2)</sup>	-	-
Montello (City)	48/136	none	2/1; 3/10; 4/15
Marquette County	47/107	none	1/1; 2/2; 3/9; 4/16
Montello	46/117	11/31	1/1; 2/2; 3/8

Sources: Board Exhibits 14-18, 19-22; Council Exhibits VI(c); 1981-1982 Agreement, School District of Montello

Notes: (1) 89.2% for custodial employees; (2) 1980-1981.

In addition to the above analysis, data on paid holidays, disability insurance, life insurance and retirement were reviewed as well. In general, information in the record tends to support the conclusion that School District of Montello provides an above average benefit package for auxiliary employees.

Before discussing the overall merits of the parties' salary offers, it is important to note one particular aspect of the Council's offer. It includes no consideration for the salary of the Class I Custodian. This classification is listed in the 1981-1982 Agreement and, according to the Board, its present occupant is a member of the unit. The parties apparently had an earlier dispute about the unit status of this classification, but there is not sufficient evidence in this record to confirm the outcome of that dispute. Thus, adoption of the Council's salary offer could possibly cause interpretation problems concerning the Class I Custodian salary. In contrast, the Board's offer includes a salary for this classification.

Considering the parties' salary offers in their entirety and weighing them against the statutory criteria has led the Arbitrator to the conclusion that the Board's is slightly more reasonable. It seems to maintain the District's pay status relative to the comparables, though admittedly it does little to advance Montello auxiliary employee salary from what appears to be a position below the average. However, it is important to recognize that Montello employees enjoy a benefit package which is above average among the comparables. And it does not present problems of interpretation with respect to the Class I Custodian wage.



## Fair Share

Board Position. The Board believes that employee contribution to a union should be voluntary. It also feels that some employees believe the Council has been less than equitable in its treatment of unit members.

The Board acknowledges that the Montello teachers have a fair share clause in their agreement, but points out that such was granted as a matter of Board policy prior to the advent of full-scale collective bargaining.

Council Position. The Council points to several previous arbitration awards wherein fair share clauses have been incorporated into agreements. Its arguments are based upon comments found in the following Awards: Twin Lakes Elem. Jt. Sch. Dist. No. 4, Dec. No. 16302-B (Bellman, 1979); Dec. No. 16617-A (Maslanka); Dec. No. 16676-A (Miller); and Appleton Area School District, Dec. No. 19932-A (Grenig).

Analysis. Among the criteria interest arbitrators have used when evaluating the inclusion of fair share clauses in collective agreements are the following: (1) the extent to which there are similar clauses among the comparables; (2) the period of time during which the union has represented the unit; and the existence of remedial actions available to unit members.

In the instant case several of the comparables' agreements contain fair share clauses: Wautoma, District and Transportation employees; Adams-Friendship Bus Drivers, Custodians, Teacher Aides & Cooks; and Marquette County Courthouse, Sheriff's and Highway Department (non-driving) employees (Council Exhibits VI (a) 1,2). The Montello teachers' agreement also contains a fair share clause, and the Arbitrator is not persuaded by the Board's argument that it was not adopted through the full collective bargaining process. In fact, one could argue that the teachers' fair share clause must be of some benefit to the District since it was adopted unilaterally by the Board prior to the advent of full collective bargaining for the teachers.

There is not enough information in the record to reveal whether most of the other comparables do or do not have agreements with fair share provisions.

The second criterion relates to the length of time the employee organization has represented the unit. Arbitrators have been reluctant to support union bids for fair share on the first contract. But the Council in the present matter has been the bargaining agent for auxiliary employees since 1980. This arbitration will result on only the second contract here for the Council, but that fact alone is not enough to convince the Arbitrator that a fair share clause

bargaining unit benefits from the Council's representation activities, so it is appropriate that the cost of such representation be spread more evenly among those who receive it (See Appleton Area School District, Supra, 1983; Oil, Chemical & Atomic Workers v. Mobil Oil Corp., 426 U.S. 407, 415 (1976))

Based upon the above analysis the Arbitrator has concluded that the Council's offer on this issue is the more reasonable.

#### Grievance/Arbitration Language

Board Position. The Board wants to add the word "first" to Step 1 of the Grievance Procedure as follows:

#### ARTICLE VI                    GRIEVANCE PROCEDURE

##### Step 1:

Within five (5) days of the first occurrence of the event upon which the grievance is based, the grievant shall discuss the matter with the immediate Supervisor in an attempt to reach a solution acceptable to both parties. If a solution is not reached, the grievance shall be reduced to writing and filed in accordance with Step 2.

The Board believes that such a change corrects what was probably a typographical error and that it does not substantially alter the current language.

The Board also wishes to incorporate an additional clause into the grievance procedure as an incentive to the Union to file and appeal grievances within contractual time limits:

C. A grievance not processed in a timely manner as set forth on this Agreement will be deemed resolved in favor of the Board.

The current grievance procedure defines "days" for purposes of filing and processing grievances as "days that school is in session." The Board asserts that such language is confusing since some employees work beyond the school calendar. For example, school is not in session during the summer, so a custodian's grievance originating during the summer would raise all sorts of time limit questions.

Finally, the Board believes that the current arbitration panel method of resolving grievances, with the neutral member selected by the parties, is appropriate. In the Board's view selection of the neutral is an important part of the process, not only because it parallels other

until the second or third time it happened, addition of the word "first" would prevent that employee from filing a legitimate grievance. Thus, the Board could violate the agreement and the employee would have no recourse. The proposed timeliness language may have some merit on its own, but when combined with the Board's other grievance process positions it is clear that it is intended to restrict the Council's appropriate efforts to police the agreement.

With respect to the contractual definition of a "day," the Council feels that the current language is adequate.

Finally, the Council wishes to change the arbitrator selection process for grievances. Instead of having the parties select an ad hoc arbitrator from a list provided by the Wisconsin Employment Relations Commission, the Council proposes that the W.E.R.C. appoint one of its staff arbitrators to hear such cases. This would eliminate the cost to the parties of the ad hoc arbitrator's per diem fee.

Analysis. The Council's position on addition of the word "first" to the Step 1 seems reasonable. If the grievance procedure is indeed the heart of the agreement and is to be used to administer it, employees should not forfeit their right to have grievances filed just because they did not file on the first of a series of like occurrences. The grievance procedure can be as beneficial to management as it is to employee groups, and the Arbitrator sees no useful purpose to restricting grievance rights to the "first" occurrence. And, employer liability for a continuing agreement violation does not usually begin until the employer is notified by the union anyway, so the Board here need not be too concerned with surprise announcements from the Council that a clause has been violated numerous times (see County of Rock, W.E.R.C. Case A/P M-83-167, S. Briggs, 1983). Finally, the resolution of grievances through the grievance procedure is more beneficial to the parties and to the public interest than is their exclusion from the process.

The Board's proposed language causing the Council to automatically forfeit grievances it does not process in a timely fashion seems one-sided. If it also contained something to the effect that the District would automatically forfeit any grievance to which it did not respond in timely fashion it would be more balanced. Furthermore, the record does not convince the Arbitrator that such language exists among comparable employer agreements.

The Board's new definition of "day" seems quite reasonable. It is easy to see how the current language could cause problems of interpretation when school is not in session. The current language is ambiguous and the Board's amendment would reduce that ambiguity.

Finally, let us turn to the matter of arbitrator selection. It has been suggested by more than a few students of the arbitration process that selection by the parties is one of its most important elements (see, for example, Primeaux and Brannen, "Why Few Arbitrators Are Deemed Acceptable," Monthly Labor Review, XCVIII (September 1975), pp. 27-30; Briggs and Anderson, "An Empirical Investigation of Arbitrator Acceptability," Industrial Relations, XIX, 2 (Spring 1980), pp. 163-174). And the Board's argument that the parties tend to display greater acceptance of awards rendered by arbitrators they have selected is well taken.

There are two additional reasons why the Board's offer appears more reasonable on this sub-issue. First, there is

no concrete evidence in the record as to the financial status of the Council. And second, there is not enough information on the comparables used for this analysis to support the Council's proposed change.

### Health Insurance

Council Position. The Council wishes to add the following language to the agreement:

#### ARTICLE XX INSURANCE BENEFITS

##### Transportation Class II

The employees in this classification shall receive health insurance only and to be eligible they must work at least 20 hours per week or meet the minimum requirements established by the carrier for participation in the group plan. The Board shall contribute 50% of the single premium for the months the employee is hired to work.

Under the current agreement none of the Transportation Class II employees (bus drivers) receive any insurance benefits. The insurance carrier requires that employees work at least 20 hours per week to be eligible for coverage. The carrier also requires that the Board pay a portion of the premium. Thus, the Council believes, its proposal conforms to the carrier's specifications.

The Council also believes its position is supported by the comparables.

Finally, the Council argues, its language would give 5 bus drivers insurance as a group. It would not put a great burden on the District and would mean a great deal to these 5 employees.

Board Position. The Board notes that insurance premiums are paid monthly and that the Council's proposal is based upon hours worked per week. Thus, for example, there would be interpretation problems when an employee did not work 20 hours one week in a month but did the other three weeks.

And, the Board argues, if the insurance carrier lowered its standard for coverage to those who worked, say, at least 15 hours per week, would the Board then have to contribute toward their insurance premiums as well? The Board believes that the Arbitrator should not adopt language which raises more questions than it answers.

Analysis. The additional cost to the District of the Council's proposal here would not be staggering: it

contemporaries in comparable employment situations.

The Entire Package

As discussed in the preceding pages, each issue and sub-issue has been resolved in favor of one party or the other. It is now necessary to consider all of them together in order to decide which of the final offers is the more reasonable. This is not an easy task, especially since some issues have a greater impact on the parties than do others.

Probably first in importance are salary and fair share. It will be recalled that the Board prevailed on the former and the Council on the latter. Second in importance is probably addition of the word "first" in Step 1 of the Grievance Procedure. The Council's position seemed more reasonable on that question. Insurance for part-time bus drivers and arbitrator selection are probably next in significance, with the Board prevailing on both. Finally, the Council's position on the question of automatic forfeiture of grievances was the more reasonable, as was the Board's position on the definition of "days" in the Grievance Procedure.

The overall outcome is close. On balance, it is the conclusion of the Arbitrator that the Board's final offer is slightly closer to meeting the statutory criteria than is the Council's.

AWARD

The Board's final offer attached hereto as Appendix A shall be incorporated into the parties' 1982-1983 collective bargaining agreement along with all of the provisions of the 1981-1982 collective bargaining agreement which are to remain unchanged and along with the stipulated changes agreed to by the parties.

Dated at Cedarburg, Wisconsin this 9th day of June, 1983.



Steven Briggs, Ph.D.  
Mediator-Arbitrator

ARTICLE V

GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as a dispute involving the application or interpretation of a specific provision of this Agreement. "Days" in this section refer to calendar days excluding weekend and legal holidays. (EMPHASIS SUPPLIED)

B. Written Grievance

A grievance, if processed beyond Step One, shall be in writing giving a clear and concise statement of the facts upon which the grievance is based, the issue involved, the specific section of the Agreement alleged to have been violated, and the remedy sought.

C. A grievance not processed in a timely manner as set forth on this Agreement will be deemed resolved in favor of the Board. (EMPHASIS SUPPLIED)

D. Representation

An aggrieved employee at his or her option shall be entitled to representation by person(s) of his/her choice at any step of this grievance procedure.

E. Steps:

Step 1: Within five (5) days of the first occurrence of the event upon which the grievance is based, the grievant shall discuss the matter with the immediate Supervisor in an attempt to reach a solution acceptable to both parties. If a solution is not reached, the grievance shall be reduced to writing and filed in accordance with Step 2.

Step 2: Within five (5) days of the conference in Step 1, the grievant shall submit the written grievance to the district administrator. The district administrator shall give a written answer to the grievance postmarked within ten (10) days of receipt of the grievance. The written answer shall be accepted or rejected in writing by the grievant postmarked within ten (10) days of receipt of said answer. If there is no acceptance of said reply, the written grievance may be filed in accordance with Step 3.

Step 3: The written grievance may be filed with the clerk of the Board, provided it has been timely processed through the preceding steps and is filed within five (5) days after grievant's reply to the district administrator in Step 2. The Board, at its next regularly scheduled Board meeting shall consider said grievance and give its written reply to the grievant postmarked within ten (10) days of said Board meeting. If the Board's reply is not satisfactory the written grievance may be filed in accordance with Step 4.

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Handwritten date: 1.26.67

## E. Steps:

Step 4: Grievances not settled in Step 3 of the grievance procedure may be appealed to arbitration provided:

1. Written notice of a request for arbitration is made with the district administrator and postmarked within ten (10) days of receipt of Board's answer in Step 3. After such request is made, the parties will proceed to Arbitration.

F. Arbitration

When a timely request has been made for arbitration, the parties shall each select a panel representative. The representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) days of the appeal as stated in Step 4(1) above, jointly request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators. As soon as the list has been received, the parties shall determine by lot the order of elimination and thereafter shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitration panel chairman.

The arbitration panel shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written recommendation. The arbitration panel shall have no power to advise on salary adjustments, except as to improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitration panel shall have no power to substitute its discretion for that of the Board in any manner not specifically contracted away by the Board. A decision by the arbitration panel shall, within the scope of its authority, be binding upon the parties.

The Board and council will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitration chairman. All other expenses, including the cost for each party's representative, in the arbitration proceedings shall be borne by the party incurring them.

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8/24/62

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Ed #2

SALARY AND HOURLY WAGES

	1981-82	1982-83
<u>Cafeteria</u>		
Class I		
<del>Baker</del> <i>Asst Cook</i> . . . . .	\$ 4.69	\$ 4.93
<del>Assistant Cook</del> . . . . .	<del>4.20</del>	<del>4.13</del>
Class II . . . . .	3.87	4.07
<u>Custodians</u>		
*Class I Maint. . . . .	--	5.89
Class II. . . . .	5.29	5.56
Class III . . . . .	3.87	4.07
<u>Clerical</u>		
Class I (Salaried) . . . . .	\$9,810.00	\$10,430.00
Class III		
0 - 2 years . . . . .	3.92	4.13
3 & Over. . . . .	4.09	4.33
Class IV . . . . .	3.82	4.03
<u>Transportation</u>		
Class I (Salaried) . . . . .	\$16,350.00	\$17,200.00

\*New category

*EW*  
*9/24/82*

*EW*  
*9/26/82*



OPTION I

	<u>1981-82</u>	<u>1982-83</u>
<u>Transportation</u>		
<u>Class II</u>		
A. Regular Route. . . . .	\$ 16.84	\$ 17.70
B. Prior to 6:50 A.M. Depature. . . . .	.75	.75
C. Seniority		
1 & 2 yrs. . . . .	-0-	-0-
At the start of 3rd year. . . . .	.85	.85
At the start of 7th year. . . . .	1.10	1.10
At the start of 10th year . . . . .	1.35	1.35
At the start of 13th year . . . . .	1.60	1.60
D. Special Routes		
1. Kindergarten. . . . .	9.00	9.00
2. Special Ed. . . . .	10.00	11.00
E. Extra-Curricular Trips		
1. Driving Time. . . . .	4.15	4.30
2. Non-Driving Time. . . . .	2.97	3.35
F. Shuttle	--	5.00

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