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MAR 2 1984

State of Wisconsin
Before the Arbitrator

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

*
In the Matter of the Petition of *
*
Jefferson Support Staff Federation, *
WFT, AFT, AFL-CIO *
*
To Initiate Mediation-Arbitration *
Between Said Petitioner and *
*
School District of Jefferson *
*

Case XII
No. 31159 MED/ARB-2173
Decision No. 20832-A

Appearances:

Mr. Steve Kowalsky, Representative, appearing on behalf of the Federation.

Melli, Shiels, Walker & Pease, Attorneys at Law, by Mr. James K. Ruhly, appearing on behalf of the District.

Arbitration Award

Pursuant to Section 111.70(4)(cm) 6.b. of the Municipal Employment Relations Act, the Wisconsin Employment Relations Commission appointed the undersigned to serve as Mediator-Arbitrator in the matter of a collective bargaining dispute between the Jefferson Support Staff Federation, WFT, AFT, AFL-CIO, hereinafter the Federation or Union, and the School District of Jefferson, hereinafter the District or Employer. Mediation, as contemplated by the statute, was conducted at Jefferson, Wisconsin on August 31, 1983. Efforts to mediate the dispute failed to produce voluntary settlement and, on October 6, 1983, an arbitration hearing was convened at the District's administrative offices to take relevant testimony and evidence in the matter. The proceeding was transcribed and the parties filed post-hearing briefs which were exchanged by the arbitrator on November 17, 1983.

Final Offer:

The parties' respective final offers appear on the following pages. The primary issues in dispute are:

- 1. Insurance.
- 2. Dues deductions and fair share.
- 3. Salary.
- 4. Contract reopener.

The statute requires that the undersigned adopt, without modification, the final offer of one of the parties on all disputed issues. The decision of the arbitrator is final and binding upon the parties and shall be incorporated into a written collective bargaining agreement.

Section 111.70(4)(cm)7, Wis. Stats., sets forth the following factors to be considered by the undersigned in rendering the award herein:

- "A. The lawful authority of the municipal employer.
- B. Stipulations of the parties.

JEFFERSON SCHOOL DISTRICT BOARD PROPOSAL

ARTICLE : INSURANCE AND RETIREMENT

A. The District will pay 90% of the monthly premium for single or family health insurance coverage for full-time twelve month employees and school secretaries, provided the employees desire such insurance coverage. For part-time twelve month employees and part-time school secretaries, the District will pay 50% of the monthly premium for single or family health insurance coverage if such coverage is desired.

B. The District will pay 90% of the monthly premium for life insurance for all employees provided the employee is scheduled to work at least 20 hours per week for a minimum of 36 weeks per year, and provided the employee desires such insurance coverage. The amount of life insurance provided employees will be determined by rounding the employee's annual salary to the nearest \$1,000.

C. The District will pay 100% of the premium for Workman's Compensation Insurance. When injured, an employee must fill out an injury report, on a form provided in the District office, as soon as possible.

D. All employees who meet state requirements will be enrolled in the Wisconsin Retirement Fund. The District will pay an amount equal to five percent (5%) of the employee's salary toward the employee's share of the Wisconsin Retirement Program.

E. Tax sheltered annuities will be available to all employees at their request in accordance with policies established in the District.

F. The District will provide an income protection insurance plan for full-time twelve month employees and school secretaries. The plan shall provide a disability payment of 60% of the employee's salary not to exceed \$1,500 per month. Such payment to take effect after 90 days of disability and extend to age 65 for disability due to accident, or for five years for illness.

G. When an employee is on an approved unpaid leave of absence due to illness or disability, the District will pay applicable insurance premiums at a rate of 55% of the employer's contribution called for above, for a period not to exceed 6 months. The employee's contribution must be submitted at least one month in advance of coverage.

H. The insurance programs shall become available to eligible new employees beginning the first month following thirty (30) days of employment. All eligible employees will be asked to accept or reject these programs.

JEFFERSON SCHOOL DISTRICT

ARTICLE: DUES CHECKOFF

1. Checkoff: Upon receipt of a signed authorization from an employee in the form set forth at section 4, below, the regular monthly dues (uniform in dollar amount) of the Federation shall be deducted from the employee's pay. The Federation shall certify to the business manager in writing the amount of uniform dues to be deducted. The Federation will notify the business manager at least sixty (60) days prior to any change in such amount.

2. Indemnification: The Federation shall indemnify the District and/or its officers, employees and agents and hold it/them harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken, or not taken, by the District and/or its officers, employees and agents for the purpose of complying with the provisions of this Article.

3. Effective Date: This Article shall take effect on the first payday in July, 1983, or on the first payday of the first calendar month commencing no less than 45 days after the receipt of a mediator-arbitrator's award, whichever comes first.

4. Authorization Form: The Federation shall secure signed authorization from an employee in the following form:

I hereby authorize the School District of Jefferson to deduct from my earnings the regular monthly dues (uniform in dollar amount), in the amount certified by the Federation, and further authorize the remittance of such amount to said Federation. This authorization is revocable by a signed notice in writing to the District's business manager. I hereby waive all right and claim for said monies so deducted and transmitted and, further and separately, I relieve the District and/or its officers, employees and agents from any liability for acts or omissions related to this authorization.

Date: _____, 19____.

Name: Print

Signature

JEFFERSON SCHOOL DISTRICT

ARTICLE : MISCELLANEOUS

A. Uniforms.

1. Custodial Employees.

a. Custodians will be provided with three uniforms upon employment, at District expense.

b. Any custodian who terminates employment prior to the end of the sixth month of employment will have the original cost of uniforms deducted from his or her final paycheck. If the uniforms are returned in condition good enough to allow reissue, this charge may be waived.

c. Custodians will be expected to maintain their own uniforms in a neat and clean condition.

d. Replacement uniforms will be issued as deemed necessary by the Supervisor of Buildings and Grounds.

2. Cooks and Servers will be provided a uniform allowance of \$40.00 per year for Cooks, and \$25.00 per year for Servers. The allowance will be paid as a stipend on or before October 25th each year. For the 1982-83 school year, the above allowance will be paid within a reasonable time after date of agreement as defined in section 1 of Term of Agreement.

B. Mileage.

Employees required to use their personal vehicle for business travel will be reimbursed at the IRS rate.

C. Professional Improvement.

1. It is expected that employees will attend workshops to improve their efficiency. Employees will be on pay status if such workshops are attended during the employee's regular workday (excluding overtime). Actual expenses for such workshops, that are approved by the District Business Manager, shall be paid by the Board.

2. The District will pay the annual dues for full-time cooks in the Wisconsin School Food Service Association.

D. Retirement.

Retirement of all employees shall be required upon reaching the age of 70 years unless waived by the Board upon the employee's written request.

E. Termination of Employment.

1. By Employee. An employee wishing to terminate his or her employment with the District shall give the District two (2) weeks notice. Employees will be paid for any unused vacation time provided the two weeks notice is given.

2. By District. Except as otherwise provided in this Agreement, the District will give at least two weeks notice to employees whose services are being terminated by the District, except in cases of serious violation, insubordination or misconduct. Employees will receive accrued vacation pay upon termination.

| | | | | | |
|-------------|------|------|------|------|------|
| School Sec. | 4.93 | 5.11 | 5.40 | 5.75 | 6.09 |
|-------------|------|------|------|------|------|

* head sec. in high school and business office sec.

| | <u>Start</u> | <u>1 Yr</u> | <u>2 Yrs</u> | <u>3 Yrs</u> | <u>4 Yrs</u> |
|---------|--------------|-------------|--------------|--------------|--------------|
| Cooks | 4.47 | 4.58 | 4.74 | 4.90 | 5.11 |
| Servers | 4.05 | 4.15 | 4.26 | 4.37 | |

| | <u>Start</u> | <u>1 Yr</u> | <u>2 Yrs</u> | <u>3 Yrs</u> |
|----------|--------------|-------------|--------------|--------------|
| Aide I | 4.10 | 4.26 | 4.47 | 4.69 |
| Aide II | 4.26 | 4.42 | 4.63 | 4.85 |
| Aide III | 4.42 | 4.58 | 4.79 | 5.01 |

| | <u>Start</u> | <u>6 mo.</u> | <u>18 mo.</u> |
|---------|--------------|--------------|---------------|
| Cust. * | 6.16 | 6.33 | 7.25 |
| Maint. | 7.79 | | |

* \$.15 for night shift as per Bd. prop. 4/12/43

| | <u>Start</u> | <u>1 Yr</u> | <u>2 Yrs</u> | <u>3 Yrs</u> |
|----------|--------------|-------------|--------------|--------------|
| Aide I | 4.31 | 4.47 | 4.69 | 4.92 |
| Aide II | 4.47 | 4.64 | 4.86 | 5.09 |
| Aide III | 4.64 | 4.81 | 5.03 | 5.26 |

| | <u>Start</u> | <u>6 mo.</u> | <u>18 mo.</u> |
|--------|--------------|--------------|---------------|
| Cust.* | 6.47 | 6.65 | 7.61 |
| Maint. | 8.18 | | |

* \$.15 for night shift as per Bd. prop. 4/12/13

(vacations, retirement and insurance)

JEFFERSON SCHOOL DISTRICT

ARTICLE : TERM OF AGREEMENT

A. The Article entitled Salary Schedule and the cooks and servers uniform allowance will be effective as of July 1, 1982. The remaining economic provisions of this Agreement will be effective as of the 1st day of July, 1983, ~~or the date of Agreement shown below, whichever comes first.~~ The remaining provisions of this Agreement will be effective as of the date of Agreement shown below. (In the event of a mediator-arbitrator's award, the date of issuance of the decision will be inserted as the date of Agreement. Otherwise, the date of Agreement will be the date of signatures to this Agreement.) All provisions of this Agreement shall continue and remain in full force and effect and binding on the parties until June 30, 1985, except that ~~provisions effective as of July 1, 1982 will be subject to reopened negotiations for the period commencing July 1, 1983,~~ and salary and insurance shall be subject to reopened negotiations for the period commencing July 1, 1984, provided notice of reopener is submitted no later than April 1, 1984.

B. This Agreement shall expire on June 30, 1985, unless prior to that date the parties agree in writing to modify this paragraph.

C. The parties acknowledge that during the negotiations leading to this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject as provided by § 111.70, Wis. Stats. and that the understandings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, which represents the entire agreement of the parties. For the life of this Agreement, the parties voluntarily waive the right to bargain collectively with respect to any such subject, and neither party shall be obligated to bargain thereon except as provided above. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.

This Agreement is made and entered into at Jefferson, Wisconsin on the _____ day of _____, 198__, by and between the duly authorized representatives of the Jefferson Support Staff Federation and the Board of Education of the School District of Jefferson.

JEFFERSON SUPPORT STAFF
FEDERATION

SCHOOL DISTRICT OF JEFFERSON

By: _____
President

By: _____
President, Board of Education

By: _____

By: _____
Superintendent

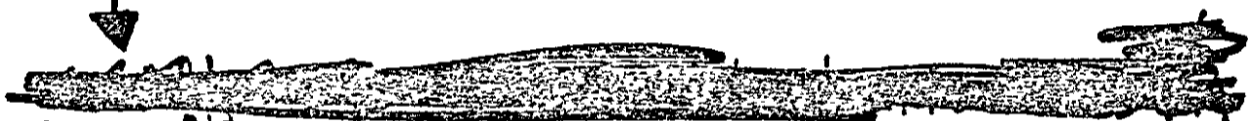
Jefferson Support StaffFinal Offer

6-28-83

1. All tentative agreements.
2. Dues Checkoff ^{and Fairshare} (Appendix A) (5-23-83)
3. Insurance and Retirement (Appendix B) (5-23-83)
4. Term of Agreement (Appendix C)
5. Salary Schedule ~~5~~ ~~5~~
(82-83)



83-84



- a. ^{Add} Secondary Library Aides and Study Hall Supervisors to Aide II category.
 - b. 9% raise each cell
 - c. \$30¢ night differential for custodians
- (83-84)

- a. 4% ^{each cell} - July 1, 1983
- b. 4% ^{each cell} - Jan. 1, 1984

DUES DEDUCTION

Federation offer

A. Upon receipt of a voluntary annual written authorization from an employee, the Jefferson Board of Education shall make deductions from the salary of such employee limited to the total amount of dues needed to cover combined membership for that school year in the Jefferson Support Staff Federation, the Wisconsin Federation of Teachers, the American Federation of Teachers and the Central Labor Council.

1. The Jefferson Support Staff Federation shall submit to the Business office by the first Monday of the first full week of each school year (unless that Monday is Labor Day, in which case the date shall be the Tuesday following the first Monday) a voluntary written authorization for each employee who requests dues deducted from his paycheck. The authorization shall be submitted in alphabetical order by school.
2. The annual school year deduction shall be one fixed amount for each and every individual.
3. The dues deduction shall be made in uniform amounts over ten (10) consecutive equal installments.
4. In the event an employee leaves the employe of the Jefferson Board of Education before the ten (10) equal installments have been deducted, or in the event an unforeseen circumstance causes the individual to receive no paycheck or a paycheck which is not sufficient to cover the dues deduction before the ten (10) equal installments have been deducted, the Jefferson Support Staff Federation shall assume the responsibility of any further dollar amounts due them.
5. The Board shall remit once a month the amount deducted from each pay period to the treasurer of the Jefferson Support Staff Federation.
6. The Jefferson Support Staff Federation shall supply the authorization forms.
7. Each deduction authorization shall be in the following form which is shown on page _____.

B. Fair Share

The Federation as the exclusive bargaining agent for all employees in the bargaining unit, will represent all such employees, members and non-members of the Federation, fairly and equally, and all employees in the unit will be required to pay, as provided in this article, their fair share of the costs of representation by the Federation. No employee shall be required to join the Federation but membership in the Federation shall be made available to all employees who apply.

The Employer agrees that effective on September 1, 1984, or thirty (30) days after the date of initial employment, if after the opening of school, and provided that by July 1, 1984, the

Article II (cont.)

Federation has obtained at least 75% membership of the bargaining unit, it will deduct from the paychecks of all employees in the bargaining unit who are not members of the Federation, the amount certified by the Federation to be the cost of representation. Such amounts shall be paid to the treasurer in the same manner and at the same time as voluntary dues deducted under IX (a) above. The Federation agrees to certify only such costs as are allowed by law.

Save Harmless - The Jefferson Support Staff Federation does hereby indemnify and shall save the Board harmless against any and all claims, demands, suits, or other forms of liability, including court costs that shall arise out of or by reason of action taken or not taken by the Board, which action on non-action is in compliance with the provisions of this article and in reliance on any list or certificates which have been furnished to the Board pursuant to this Article.

Dues Deduction Authorization

Name _____
 Last (print) First (print) Middle (print)

Address _____
 No. & Street (print) City (print) State, Zip Code

School _____ Social Security No. _____
 (print)

I hereby authorize the School District of Jefferson, City of Jefferson, et al, to deduct from my salary \$ _____ to cover combined membership in the Jefferson Support Staff Federation, the Wisconsin Federation of Teachers, the American Federation of Teachers and the Central Labor Council for the 19__ - __ school year.

I understand that deductions will be made in ten consecutive installments for the 19__ - __ school year, beginning with the first regular paycheck issued.

I understand that the Jefferson Board of Education is relieved of any further responsibilities other than those listed in the terms of Article IX, Dues Deductions, Master Contract Agreement, 1982-84, between the School District of Jefferson, City of Jefferson, et al, and the Jefferson Support Staff Federation.

This authorization shall be valid until revoked in writing by me.

Dated _____

Signed _____

Appendix BArticle IX - Insurance and Retirement

- A. The District will pay 90% of the monthly premium for single or family health insurance coverage for all employees who work nine months or more provided such employees work for an average of 30 hours or more per week. For all other employees who work at least 15 hours or more per week for at least nine months, the District will pay the single rate and a prorated family premium equal to:

$$\frac{\text{Hours per week}}{40} \times 90\%$$

- B. The District will pay 90% of the monthly premium for life insurance for all employees if the employee desires such insurance coverage. The amount of life insurance provided employees will be determined by rounding the employees' annual salary to the nearest \$1,000.
- OK C. The District will pay 100% of the premium for Workman's Compensation Insurance. When injured, an employee must fill out an injury report, on a form provided in the district office, as soon as possible.
- D. The District will provide an income protection insurance plan for all employees. The plan shall provide a disability payment of 60% of the employee's salary not to exceed \$1,500 per month. Such payment to take effect after 90 days of disability and extend to age 65 for disability due to accident, or for five years for illness.
- OK E. When an employee is on an approved unpaid leave of absence due to illness or disability, the District will pay applicable insurance premiums at a rate of 55% of the employer's contribution called for above, for a period not to exceed 6 months. The employee's contribution must be submitted at least one month in advance of coverage.
- OK F. The insurance programs shall become available to new employees beginning the first month following thirty (30) days of employment. All eligible employees will be asked to accept or reject these programs.
- OK G. The Board retains the right to change insurance carriers if the benefits remain essentially the same. At least two (2) weeks prior to the Board's decision on such matters, the Federation will be given an opportunity to look over the proposed new policy(ies), and any recommendation(s) the Federation wishes to make will be submitted to the Board at or prior to the meeting at which such matter is to be considered by the Board.
- OK H. Tax sheltered annuities will be available to all employees at their request in accordance with policies established in the District.
- OK I. All employees who meet state requirements will be enrolled in the Wisconsin Retirement Fund. The District will pay an amount equal to five percent (5%) of the employees' salary

Page 2
Article IX

(c) J . Employees leaving the system will, prior to the effective date of coverage, be offered hospital-medical continuation coverage which will allow the employee at his/her cost, to secure coverage for the minimum period required by law.

JEFFERSON SCHOOL DISTRICT

Salary
(vacations, mt
mut and ens)

ARTICLE : TERM OF AGREEMENT

A. The Article entitled Salary Schedule and the cooks and servers uniform allowance will be effective as of July 1, 1982. The remaining economic provisions of this Agreement will be effective as of the 1st day of July, 1983, ~~or the date of Agreement shown below, whichever is first.~~ The remaining provisions of this Agreement will be effective as of the date of Agreement shown below. (In the event of a mediator-arbitrator's award, the date of issuance of the decision will be inserted as the date of Agreement. Otherwise, the date of Agreement will be the date of signatures to this Agreement.) All provisions of this Agreement shall continue and remain in full force and effect and binding on the parties until June 30, 1985, except that ~~all provisions effective as of July 1, 1982 will be subject to~~

holidays
and

~~negotiations for the period commencing July 1, 1983, and salary~~ insurance shall be subject to reopened negotiations for the period commencing July 1, 1984, provided notice of reopener is submitted no later than April 1, 1984.

Fincher
Class

B. This Agreement shall expire on June 30, 1985, unless prior to that date the parties agree in writing to modify this paragraph.

C. The parties acknowledge that during the negotiations leading to this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject as provided by § 111.70, Wis. Stats. and that the understandings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, which represents the entire agreement of the parties. For the life of this Agreement, the parties voluntarily waive the right to bargain collectively with respect to any such subject, and neither party shall be obligated to bargain thereon except as provided above. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.

This Agreement is made and entered into at Jefferson, Wisconsin on the _____ day of _____, 198__, by and between the duly authorized representatives of the Jefferson Support Staff Federation and the Board of Education of the School District of Jefferson.

JEFFERSON SUPPORT STAFF
FEDERATION

SCHOOL DISTRICT OF JEFFERSON

By: _____
President

By: _____
President, Board of Education

By: _____

By: _____
Superintendent

- C. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- D. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- E. The average consumer prices for goods and services, commonly known as the cost-of-living.
- F. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- 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."

Background:

In April, 1982, the Federation was certified by the WERC as the exclusive collective bargaining representative for all non-professional employees of the District, including secretaries, custodians, aides, cooks and servers. There are approximately 60 employees in the unit. Prior to the Union's certification, the District established the terms and conditions of employment for such employees in three separate groupings of: para-professional (aides), custodial and secretarial, and food service personnel (cooks and servers).

The instant dispute arose out of the parties' attempt to negotiate the first collective bargaining agreement covering all of said employees. Negotiations commenced in mid-1982 and resolved all other issues in dispute between the parties with the exception of the issues listed above.

Positions of the Parties and Discussion:

The Union states that the most important issue in the instant dispute is that of health insurance. The Federation notes that the District has paid 90% of health insurance premiums for employees in custodial and secretarial classifications in the past. Employees who worked 20 hours per week for at least 36 weeks have been eligible for health insurance. Under the District's previous policy, cooks, servers and aides have not been eligible for health insurance coverage regardless of the number of hours worked.

The Federation states that its final offer provides paid health insurance to all employees, regardless of classification, who work 30 hours per week or more for nine months or more. The Union notes that the District's teachers, who receive Employer paid health insurance, also work a nine month year. The Union, accordingly, reasons that it is reasonable to use the nine month period as the minimum qualification. The Union further states that even under its uniform approach to health insurance, no servers would be eligible for paid coverage because they do not meet the 15 hour per week minimum required.

The Federation argues that appropriate comparables exist among the other school districts in Jefferson County, the represented employees in the city of Jefferson and the Employer's teachers. According to the Union, payment of health insurance premiums by employers among these comparables, supports the Federation's position.

The Union states that other differences in the parties' insurance proposals occur in the areas of life and disability insurance. The Federation proposes that all employees be eligible for life and disability while the District offers a hourly cutoff on life insurance and coverage according to classification in regard to disability. The Union contends that cutoff points are unnecessary as such benefits are proportional because they are salary dependent.

The parties' final offers also differ in the area of change of carrier language and continuation of benefits. The Federation asserts that its proposal incorporates the same concepts set forth in the agreement covering the District's teachers and provides only notice of change and an opportunity to make recommendations. The Union contends that its final offer on insurance is more reasonable on the basis of equity, fairness and comparability.

The Federation's final offer contains a modified fair-share which would be implemented on September 1, 1984, in the event that the Union had established 75% membership among the bargaining unit. The Union argues that fair share is an appropriate element of its final offer in view of the Federation's certification as exclusive representative for all employees in the unit, regardless of Federation membership. The Federation asserts that it is appropriate that all unit members share in the cost of representation. According to the Union, its final offer on fair share, which provides for implementation in the third year of the contract and requires a 75% membership showing, is clearly more preferable than the District's union security proposal. The Federation states that the Employer's proposal departs radically from the dues checkoff procedure contained in the teachers' contract and is not supported by the comparables.

With respect to the issue of salary, the Union claims that its package proposal for 1982-3 costs out at 11.3% while the District's package represents an increase of 8.59%. The Federation costs the difference in packages as 2.71% or \$14,200. For 1983-4, the Federation costs its package as an 8.55% increase and the District's package as an increase of 5.53%. The Union contends that the difference in the second year packages amounts to 3% or \$18,500.

The Union argues that consideration must be given to the fact that unit employees have not received a wage increase since July 1, 1982, and that the respective offers have been devalued by inflation and the interest earned by the Employer on withheld salary increases.

The Federation asserts that its final offer on salary is more reasonable on the basis of the two years' overall increase and because the offer maintains

Union's offer provides income protection insurance to all employees while the District is proposing continuation of the policy of providing such coverage for full-time 12 month employees and school secretaries.

The District argues that the Union's proposed eligibility expansion is unwarranted on the basis of insurance provided among comparable employers. Moreover, the District contends that an examination of such benefits among comparables supports its position of providing different insurance packages for different categories of employees. The Employer concludes that no justification has been established herein for the broad insurance expansion proposed by the Union. The District further states that mediator-arbitrators have recently sought to avoid contributing to the growing economic burden in health insurance costs to taxpayers.

The District contends that the Union's proposed insurance language contains ambiguities which weigh against its selection. The Employer argues that the eligibility criteria proposed by the Federation fail to specify the period of time over which average hours per week would be computed. The District claims that the Union's proposal is unclear in its reference to "employees who work at least 15 hours or more per week for at least 9 months." The District argues that questions could arise under the language as to hours scheduled versus actual time worked, position versus employee, weeks involving holidays or employees beginning work at the second semester. The Employer also argues that it has relied upon a method of hours' reporting by food service employees which relies upon individuals recording their own hours. The District claims that the availability of paid insurance benefits might induce employees to stretch their work hours in order to meet the 3 hour per day qualification.

The District argues that the Union's insurance proposal is further flawed with respect to its language on changes in carrier. The Federation's language provides that the Employer may change carriers "if the benefits remain essentially the same," and, according to the District, makes any carrier change subject to the grievance and arbitration procedure. The Employer states that the language proposed by the Union is the same as that contained in the Federation-represented teachers' contract and presents the possibility for conflict in the event of challenge by either group.

The Employer argues that the Union's insurance language is also ambiguous with respect to the offer of continued hospital-medical coverage to employees severed from employment. The District asserts that the meaning of the Employer's proposed insurance language is clear and should prevail. Changes in employee eligibility, according to the District, may be appropriate in the future but will require close attention to language detail.

The Employer contends that the cost of the Union's insurance proposal is excessive and unreasonable. The District claims that implementation of the Union offer would result in a 69% increase in disability insurance costs for 1983-84 under the Union's own costing, and a 90% increase according to the District's calculations. The District further claims that the Union has attempted to deflate the impact of its proposal by indicating at the arbitration hearing that expanded benefits would not be implemented until receipt of the arbitrator's award thereby reducing the amount of expenditure which was anticipated to be required at the time the final offers were made. The District states that such camouflages the real cost to the District and requires a party to a proceeding to guess as to when the bargaining dispute will be resolved in order to cost out the respective proposals. The Employer argues that while the potential full amount of the insurance proposal might not be spent, the Union's offer represents an increase of 100 to 150% over 1982-83's health insurance costs. To ignore that potential impact, according to the Employer, is to amend the Union's final offer and possibly underestimate its real economic impact.

The District claims that the Union's proposed hours eligibility standard allows the Federation to limit the insurance costs somewhat while making inroads in coverage. However, the Employer contends that the standards proposed by the Federation find no support among comparable employers.

The Employer states that a 1982-83 premium increase raised the health insurance costs for unit employees by 42.5% over the previous year and concludes

that the Federation's proposal of an additional 100 to 150% increase for 1983-84 is unwarranted and unreasonable.

The District's final offer provides for voluntary dues deduction. The Employer argues that the Union's proposal, which includes dues deductions in ten consecutive equal installments, is ambiguous when coupled with the parties' tentative agreement to go to twice a month paydays during the 1983-4 school year. The District also submits that its offer, unlike the Federation's, provides for an employee's revocation of authorization and thereby maintains the notion of voluntarism.

The Employer argues that the Union's fair share proposal is unreasonable in view of the fact that the instant proceeding will result in the parties' first collective bargaining agreement. The District states that the Federation, which also represents the District's teachers, negotiated contracts with the Employer over a period of five years before a fair share agreement was reached. The Employer contends that its proposal for dues deduction is preferable on the basis that it is less cumbersome, unambiguous and appropriate in a first contract setting.

The District costs the Federation's 1982-83 package as an increase of 11.75% (compared to the Union's costing of its own proposal at 11.3%). The difference between costing figures is primarily attributable to the insurance proposals and their effective implementation. The District protests the Federation's use of a delayed insurance implementation dependent upon the date of an Award herein and contends that the Union's computations upon such an anticipated date results in the misleading characterization of the Union's 1983-84 package as an 8.55% increase instead of a 16-17% figure. The Employer states that on salary alone, the Federation offer represents a 17.2% increase from 1981-82 to 1983-84. The District claims its proposal for the two year period represents an approximate 13.2% salary increase.

The District argues that the relative rank of the District among the comparables by employee category would not change for 1982-83 under either party's offer but that the Federation's proposal would unjustifiably place additional monies on the District's already higher or above average hourly rates. Although information is limited for 1983-84, the District asserts that its final offer maintains the District's relatively high standing among the comparables. Moreover, the Employer argues that over the two year period, the Federation's offer is less equitable to certain categories of employees than others in terms of percent of salary increase. The District further states that the Federation offer relies upon a split year increase for 1983-84 which is an arrangement not previously utilized by the parties or any comparable school district cited.

The District contends that in such tenuous economic times, there is no justification for the higher hourly rates proposed by the Union particularly where the Employer's offer maintains the District's relative rank among contiguous, comparable districts over the two year period; the parties do not disagree substantially over the relative rank of the various employee categories; and there is no support for the Union's 1983-84 split increase proposal.

The District also argues that a fourth issue between the parties concerns the term of agreement and scope of reopener. Both parties propose a reopener on salary and insurance for 1984-85. The Federation also proposes a reopener on employee classifications and holidays. The Employer holds the additional reopener items to be potentially troublesome in view of reference to those

of fair share only upon a 75% membership showing. In view of the multi-year term of the agreement and the qualification of a 75% membership showing, the arbitrator is inclined to regard the Federation's Union security proposal as the more reasonable notwithstanding the fact that this is the parties' first agreement.

With respect to the issue of the scope of the contract reopener for 1984-85, the undersigned finds the District's final offer to be preferable. The Employer has proposed an economic reopener confined to salary and insurance. The Union offer includes classifications and holidays as well. The Federation, in the opinion of the undersigned, has not established that a broader reopener is warranted. The arbitrator finds credence in the Employer's argument that the Federation's scope of reopener could affect a variety of provisions which the parties have tentatively agreed upon for the term of the contract.

The issues of insurance and wages are of independent importance to the parties and yet inseparable by reason of their economic impact. The Union has stated that insurance is the single most important issue in dispute. As the newly certified representative of three previously separate employee groups, the Union has sought in its final offer to obtain uniform qualification for and provision of insurance benefits at the most advantageous level previously enjoyed by only one group of employees. While the arbitrator is sympathetic to the Federation's concern for equitable insurance eligibility and coverage, the impact of an expanded program is far-reaching. It is true that the delayed implementation of the proposed, expanded insurance coverage would cost fewer dollars in the start-up year. However, health insurance, in particular, constitutes a continuing, significant element of compensation and one over which the parties can exercise little direct cost containment. The Federation's insurance proposal has economic implications which exceed the actual dollar costs in the start-up year.

Moreover, the Union has coupled expanded insurance coverage with a substantial wage increase in its final offer. By the Federation's own calculations its proposal contains an 11.3% package increase for 1982-83 (9% per salary cell increase) and an 8.55% package increase for 1983-84 (4% per salary cell increase on July 1, 1983, and 4% per salary cell increase on January 1, 1984). The Arbitrator finds no support for the Federation's salary offer (9% and 6% salary cell increases for 1982-83 and 1983-84 respectively) among the settlements cited for comparable employers and employees. The undersigned might have found the Federation's final offer more acceptable if a smaller wage increase had been proposed as an offset to the cost of the proposed, expanded insurance. The undersigned is of the opinion that the proposal of the Union which represents an 11.3% package increase for 1982-83 and an 8.85% or more package increase for 1983-84 is unwarranted.

Based on the above and foregoing, the record as a whole, and the criteria set forth in Section 111.70(4)(cm)7, Wis. Stats., the undersigned concludes that the final offer of the District is more reasonable, and makes the following

AWARD

The final offer of the District is to be incorporated into the parties' written agreement along with the previous agreed upon provisions.

Given this *1st* day of March, 1984.