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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

In the Matter of the Mediation/Arbitration Between	Case 24 No. 35421 Med/Arb-3413 Decision No. 23271-A
LODI EDUCATIONAL SUPPORT ASSOCIATION	
and	Sharon K. Imes Mediator/Arbitrator
LODI SCHOOL DISTRICT	

APPEARANCES:

A. Phillip Borkenhagen, Executive Director, Capital Area UniServ, appearing on behalf of the Lodi Educational Support Association.

Kenneth Cole, Assistant Executive Director, Wisconsin Association of School Boards, Inc., appearing on behalf of the Lodi School District.

ARBITRATION HEARING BACKGROUND AND JURISDICTION:

On March 3, 1986, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator under Section 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse identified above. Upon petition by six citizens of the District, a public hearing was held on April 17, 1986. Following, pursuant to statutory requirement, mediation proceedings between the Lodi Educational Support Association, hereinafter referred to as the Association, and the Lodi School District, hereinafter referred to as the District or the Employer, were conducted on May 13, 1986. Mediation failed to resolve the impasse and the parties proceeded to arbitration on May 14. During the hearing, the parties were given full opportunity to present relevant evidence and make oral argument. Subsequently, the parties filed briefs and reply briefs with the arbitrator, the last of which was sent to the opposing party on July 20, 1986.

THE FINAL OFFERS:

The remaining issues at impasse between the parties concern wage rates and longevity allowance; job classification transfers; employee placement on the salary schedule; an "evergreen" clause and a mid-term impasse resolution system. The final offers of the parties are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

Since no voluntary impasse procedure regarding the above-identified impasse was agreed upon between the parties, the undersigned, under the Municipal Employment Relations Act, is required to choose the entire final offer on the unresolved issues of one of the parties after giving consideration to the criteria identified in Section 111.70(4)(cm)7, Wis. Stats..

POSITIONS OF THE PARTIES:

Challenging the District's set of proposed comparables and arguing in support of its set of comparables, the Association declares there is strong arbitral precedence for selecting districts which comprise the athletic conference first and then for selecting those districts which are similar in geographic proximity, equalized values, pupil/teacher populations and other factors. Contending its set of comparables more nearly meets these criteria than does the District's, the Association declares one other factor must be considered and that is the extent to which the comparables are organized and hold collective bargaining agreements. Continuing that "the most comparable districts would be those where their employees are organized and collectively bargain...," the Association, in support of its argument, cites several arbitrators who have stated it is not as equitable to compare collectively

bargained conditions with those which have been unilaterally implemented by employers.

In addition, the Association argues the District's effort to make comparisons with other public and private sector employers should be rejected, or, at best, given secondary consideration. Stating it believes there is substantial difference between the duties of District employees and employees in other municipal units of government or in the private sector, the Association urges rejection of these comparisons declaring the District failed to provide evidence regarding comparability. The Association argues there is additional reason to reject the private sector comparisons proposed by the District since the evidence is hearsay in nature and the comparisons are made with non-unionized employers and with employers who have a small, limited number of employees which makes the "employer-induced...wages and conditions of employment meaningless." Further, it notes evidence regarding the two union firms within the City was not submitted.

Addressing the economic issues, the Association challenges the District's method of costing the proposals and asserts the District used inaccurate figures to either "distort or mislead and to inflate their package." Citing District discrepancies in the costing of retirement and social security contributions and the insurances, the Association concludes the District's exhibits cannot be relied upon to determine the reasonableness of the offers.

Calculating its total package offer at 7.89% and its wage only increase at 7.21%, the Association posits its offer is "an 'average' offering" which would maintain the status quo while the District's offer would result in "grave deterioration." Providing wage increase comparisons for secretaries, aides, custodians and maintenance positions, the Association concludes its offer, in each instance, is closer to the average increase while the District's offer falls far below the average. The Association also argues that while some wage rates may start lower or have a lower maximum rate than those offered in this District, "employees in most districts...achieve a higher earning potential" because of their wage scale progressions. The Association adds that rank will also be maintained under its offer while the District's offer would result in a lowering of rank.

In regard to the longevity issue, the Association maintains its proposal should be implemented in order to provide fair and equitable treatment of all employees within the unit. Believing the compromise it reached in the 1983-85 consent award was appropriate since the contract was the first contract for the combined unit of custodial/maintenance and clerical/aide employees and the custodial/maintenance employees had longevity in their previous contract, the Association asserts it would now be "discriminatory and unfair" to continue the disparity in longevity between the custodial/maintenance employees and the clerical/aide employees.

Addressing the increase in longevity rates which it proposes, the Association posits that when the longevity allowances are compared to those in other districts, its allowance on a per hour basis is much lower. Concluding it believes its proposal is not unrealistic since it is supported by the comparables, the Association continues that its proposal is also needed in order to "create consistent uniformity within the wage scales." It further maintains its longevity proposal at 10 cents per hour at the first tier more nearly fits the pattern established for the other longevity tiers than does the District's proposal.

The Association contends the language items it proposes are the result of District actions which date back to January, 1985 when a District maintenance employee retired and the District reassigned his duties to certain custodians rather than replace the position. The Association charges the District has, by reassigning the maintenance position duties to the custodians, altered the status quo and seeks to unilaterally change conditions without remunerating these employees at a higher wage rate for performing the newly assigned duties or, in the alternative, promoting one of the custodians to the maintenance position. It declares the District has, instead, first denied it changed any assignments, then skirted the issue in bargaining and now proposed to eliminate the wage column altogether. Because of these actions and others which the Association believes may occur it declares it is proposing language which will stablize the bargaining posture between the parties. Among the language changes its proposes are clauses referring to job classification transfers, an "evergreen" clause which it states is intended to cover the interim between

contracts and a mid-term bargaining impasse resolution system which will provide a mechanism for dealing with changes which occur relative to bargainable subjects during the term of the contract.

According to the Association, the District's decision to not replace the retired maintenance employee and its subsequent action in reassigning his duties have resulted in the need for language which addresses the level of compensation for types of work performed. Charging that the District unilaterally changed the duties of the custodians without changing the custodial job descriptions nor increasing the compensation of these employees for the increase in job responsibilities, the Association declares Article XVI must be revised in order to provide an appropriate level of compensation for work performed when there has been a permanent or temporary change in classification. The Association also asserts an employee's level of compensation should be protected too from a loss in wages if the employee is assigned to a lesser job classification.

The Association declares the District's position regarding change in assignments, job classifications and compensation has also created the need f· an "evergreen" clause within the duration provision. Citing increasing de ·· in reaching agreement after a contract has expired, the Association maintains unilateral changes in wages, hours and especially working conditions between contracts can only cause ill will between the parties and, thus, there is need for a provision which will maintain the status quo during the hiatus period and stablize the bargaining process. In addition, the Association posits there is no harm in including the provision since there is no cost to the District and it reflects the philosophy of the parties as is demonstrated by its willingness to include Article XVII which addresses increments, step advancement and longevity in the contract.

The Association continues that the District's actions which necessitated the "evergreen" clause also create need for a mid-term bargaining impasse resolution mechanism. Declaring this provision would not be operational unless changes in bargainable subjects occur during the contract period, the Association asserts the overall bargaining process would not be harmed by providing a finality to impasses over such bargainable subjects during the term of the contract. In further support of its position, the Association asserts the W.E.R.C. has found clauses such as the one it proposes to be a mandatory subject of bargaining and has suggested such clauses lend stability to the parties' relationship.

The Association also proposes a change in Section 3 of Article XVI stating its proposal merely reflects the practice between the parties and is offered simply for clarification. Noting similar language for custodial and clerical workers existed in the previous contract but was dropped since it is now outdated, the Association declares the practical effect of its proposal is to recognize the specific wage column, instead of a paragraph, for Special Ed Aides and to place them appropriately upon that scale. Continuing that since the District has made no major objection to the inclusion of this language, the Association posits there is no reason it should not become a part of the contract.

Finally, contending it has met the standard set for proposing change in contract language while the District has not, the Association argues both parties attempt to change the status quo regarding the language within the contract and the reasonableness of the proposals must be determined by who has met its burden of proof regarding the standard. Again asserting that the District is "attempting to relegate higher paying duties to lower paid employees without assuming ... responsibility" for its actions, the Association declares its proposals more closely maintain the status quo in the working relationship between the parties than does the District's.

Finally, while asserting more weight should be attached to statutory criteria "d", "f" and, particularly, "h" in determining the reasonableness of the offers, the Association contends the remaining criteria should also be considered since the District is likely to argue the merits of its proposal based upon them. Addressing the interest and welfare of the public criterion, the Association posits its offer best meets this criterion since it allows the wage rates to remain competitive and thus avoids the need for "catch-up" in future bargains which will be created by the District's offer. The Association adds that the public will be further benefited by the language proposals it advances since the langauge will create a stable bargaining environment between

the parties. Finally, the Association rejects the economic arguments advanced by the District in regard to this criterion stating the District has failed to show its tax base is any more rural than that of the comparable districts or that its problems are unique to the District.

The Association also rejects the District's reliance upon the Consumer Price Index as a measurement of the cost-of-living. Stating that the settlement pattern among the comparables has also been used as a measurement of the cost-of-living within an area, the Association posits the CPI and the settlement pattern are not compatible in this instance and that when they are not compatible the settlement pattern should override the CPI in determining the reasonableness of the offers compared to the cost-of-living criterion. It continues, however, that the most important comparison in determining the reasonableness of the offers relative to this criterion is the internal settlement pattern which in this instance is set by the voluntary agreement reached with the teachers at a total package cost of 7.5%, a percentage very close to that sought by the Association.

As its last argument, the Association maintains criterion "h" should be the controlling factor in this case. In support of this contention, it cites the change in custodial assignments and the potential change in job classification remuneration, as well the need for "catch-up" caused by the District's failure to abide by the 1983-85 consent award. It posits that in that consent award, the parties agreed to a 7.19% package increase in 1984-85 which ultimately turned out to be less than a 7.19% package increase. Citing the reduction in insurance premiums which occurred after the consent award was issued and after the wage package had been determined, the Association argues that although the initial cost of the package was a 7.19% increase, the change in premium costs reduced the package cost to the District without a concomitant increase in wages for the employees, thus its proposal for 1985-86 is all the more justified.

Disputing the comparables selected by the Association, the District maintains it has identified school districts, municipal units of government and private sector employers which it believes constitutes the labor market for the job classifications prevalent in this bargaining unit. As such, it declares its comparables are more appropriate since those selected by the Association do not constitute the labor market area and are purely self-serving in their selection.

Asserting its absolute wage levels are comparable to those both in the public sector and the private sector and that its proposed increase is equal to increases offered by various employers, the District posits not only do the economic conditions but the rate of inflation support its position. Declaring that the Association's offer is almost double the rate of inflation, the District argues that such wage increases are inappropriate not only because they exceed the rate of inflation but because the economic conditions for the County demand moderation in wage increases. In support of its position, it declares that unemployment in the County is high, that tax delinquencies are high, and that a greater part of its tax base, than that among the comparables, is dependent upon the agricultural economy, which is also not doing well. Further, the District asserts it must be responsive to the recent comments of the Governor wherein he called for moderation in school cost increases.

Continuing, the District argues its offer, consistent with salary increases and salary levels maintained among the comparables, "with the exception of one or two school districts," is also justified based upon the percentage and cent per hour increases employees in the City of Lodi and Sauk and Columbia Counties received. It adds that its offer is also comparable to the increases which have been granted by private sector employers within the area. It rejects the Association's contention that only employers which are unionized employees should be considered as comparables and cites several arbitrators in support of its position.

The District also argues its specific wage rates are justified not only on the basis of statewide average data which establishes the rates as reasonable, but because it has an automatic salary schedule progression increment which many school districts do not have and because its benefit package is better than most districts considered comparable. Finally, the District maintains that offers similar to its offer have been selected by other arbitrators which it contends demonstrates the reasonableness of its offer.

In regard to the language items proposed by the Association, the District declares their inclusion is unnecessary and without justification. Citing Article XVII, the District maintains the "Evergreen" clause is unnecessary since this article "provides that incremental salary adjustments will be paid in the absence of an agreement between the parties." Acknowledging that there was a dispute in regard to increment payments at one time, the District declares the dispute was resolved and the Association has not demonstrated there are any other problems which would require the need for such language or that its proposal is supported by the comparables. The District also urges rejection of the interim dispute provision charging again that the Association has demonstrated no need for such a provision.

In regard to job duties and assignments provision proposed by the Association, the District asserts the Association has also failed to demonstrate the need for such a clause. Acknowleging the action which the Association cites as reason for the provision, the District declares its action was consistent with the existing management rights provision and the Association's reaction is unjustified. Continuing that it believes it is supported in this position by arbitrators who have upheld the right of management to take such action, provided management acted in good faith, the District posits its management rights should not be restricted since it did not act in an arbitrary manner when it chose to eliminate the maintenance position and now seeks to eliminate the wage column. Maintaining there have been substantial enrollment reductions which have resulted in staffing reductions at all levels within the District, the District posits it acted in good faith when it determined to eliminate the maintenance position.

DISCUSSION:

After reviewing the evidence submitted concerning the economic and language issues in this dispute, it is determined the District's offer should be implemented despite the fact that the Association's offer regarding the wage proposal is more reasonable and knowledge that a finding in favor of the District as pertains to the langauge items will not improve the working relationship between the parties. While the working relationship between the parties cannot be described as positive, this relationship, in itself, is not sufficient reason to find need for the insertion of several restrictive language provisions through arbitration. In order to sustain a need for such proposals, it is incumbent upon the party proposing such changes to demonstate the District is acting in an unreasonable manner, that the language is supported by the comparables or that there is a quid pro quo offered in order to acquire the language. without sustaining a need for such proposals. Although the Association contends its langauge proposals have very little impact upon the District, the impact of the language proposals on the District's management rights clause is sufficient to find the language proposals more important than the wage proposals and, thus, the determinant factor in establishing the reasonableness of the offers.

In regard to the economic proposals advanced by the parties, it is determined the Association's offer is the more reasonable, despite the fact that the total package offer is slightly higher than the average package settlements among the comparable districts. Because the parties did not agree upon the comparables, it was decided Columbus, Pardeeville, Poynette, Waunakee, Wisconsin Heights, McFarland and Mt. Horeb were most comparable since they were not only similar in size but they shared many other demographic similarities. In arriving at this decision, the Association's argument regarding unionized employees was not ignored although it is noted that two of the seven districts are not unionized. Further, in the final analysis, Wisconsin Heights was excluded from the comparables since insufficient evidence was submitted regarding this district. These comparables were used for determining the reasonableness of the proposals as they related to wage rate increases.

Although the District is correct in that its "absolute wage levels" are comparable to those among the districts selected as comparables, the total package percentage and the cents per hour increase offered by the District are much less than either the mean or the average increase offered among the comparables. A review of the minimum and maximum wage rates paid for the clerical and custodian positions indicates the District rates paid for custodians are among the highest rates in the comparables and while the minimum clerical rates are low among the comparables the maximum rate is well above the mean. A review of the total package increases and the cent per hour increases, however, indicates the District's offer falls well below the average. At a

4.27% total package increase or a 4.77% total package increas, depending on whose costing is accepted, and a 21 cents per hour increase at all positions within the unit, the District's offer is not only less than the lowest total package increase among the comparables but it is also less than the lowest cent per hour increase. The Association's offer, on the other hand, while higher than the highest total package increase, falls well within the cents per hour increase settled upon in several of the comparable districts as is noted below.

	Custodians		Clericals	
District	Total Package	Cents Per Hour	Total Package	Cents Per Hour
Columbus	7.38%	$0.50	6.41%	$0.50
Pardeeville	5.00%	$0.47 to .33	N/A	$0.53 to .20
Poynette	7.25%	$0.40	7.25%	$0.41 to .51
Waunakee	5.20%	$0.25*	5.20%	$0.24*
McFarland	N/A	$0.56 to .88	N/A	$0.45 to .65
Mt. Horeb	N/A	$0.31	N/A	$0.18
Average	6.21%	$0.42	6.29%	$0.39
Portage**	5.40%	$0.38	5.30%	$0.36
Sauk Prairie	7.37%	$0.60*	7.37%	$0.35
Average	6.27%	$0.43	6.31%	$0.38
Lodi				
District	4.27%	$0.21	4.27%	$0.21
	4.77%		4.77%	
Union	7.89%	$0.41 to .66	7.89%	$0.35

* Districts identified in this manner reclassified positions in addition to providing a cent per hour increase.

**Portage and Sauk Prairie were not included in the conclusions drawn above but are included for comparison purposes as discussed later in this award.

In finding the Association's offer on the wage proposal was more reasonable, the District's argument regarding the "interest and welfare of the public" criterion was found to be unpersuasive. Much of the District's economic argument was based on the current economic conditions facing the agricultural community. It argued that more of its District is dependent upon the agricultural economy than are other districts which might be considered comparable. In order to determine the validity of this argument, the reasonablenss of the offers was compared to the settlements reached in districts located in Columbia County since the economic data submitted pertained to Columbia County and since each District within the County should have approximately the same economic conditions facing it. Consequently, the package increases in Poynette, Portage, Columbua, Pardeeville and Sauk Prairie were considered in determining the Association's offer more closely approximated the total package increase granted in the County's school districts. As can be seen above, the total package increase sought by the Association is not unreasonable compared to the total package increases granted among the districts located in Columbia County.

The District also argued that other municipal employee settlements and wage increases granted within the private sector should be considered in determining the reasonableness of the economic packages in the final offers. While these settlements were considered, they were given less weight since not only is it difficult to compare job classifications and duties but it is difficult to compare the size of these units with the size of the unit within the District, both factors which affect comparability. Further, while

arbitration is to be an informal process and strict standards of evidence are not always followed, it is difficult to give primary consideration to hearsay evidence since there is no way to determine the relevancy of that evidence to the proposals submitted by the parties. In addition, even when the evidence was considered for what it was worth, it was found that the data regarding wage rates was inconclusive. For instance, the District's total package offer more closely approximates the settlements reached in Columbia and Sauk Counties and with the street crew in the City of Lodi but the Association's offer more closely approximates the percentage increase, when a percentage increase was reported, granted private sector clerical employees. Further, most private sector employees reported having only one custodian or a part-time cleaning person, thus, the data pertaining to rates for custodians was not considered relevant. Given the above observations, it is difficult to draw any conclusions relevant to comparisons with other public employees or with the private sector.

In regard to the longevity provision sought by the Association, it is determined the comparables do not support the Association's position. Although the Association has an equity argument, the fact that the custodial employees have a longevity provision and the clerical employees do not is not sufficient reason to award longevity through arbitration, particularly since this is only the second contract negotiated between the parties with combined employees in the unit. Greater weight would be attached to the inequity argument if longevity were the standard among the comparables, but it is not.

Finally, as the total package offer compares to the cost-of-living criterion, it is determined the District's offer more closely approximates the cost-of-living reflected by the Consumer Price Index while the Association's offer more closely approximates the settlement pattern established by those districts determined as comparables based upon demographic similarity and by those districts which reside within the same County; the settlement reached by the District with the teachers, although generally teachers settlements are slightly higher than settlements reached with other employees in the same District based on the method of costing employed, and the percentage increases granted private sector clerical employees within the City of Lodi.

Given the above discussion, it is concluded that on the economic issue, the Association's offer is more reasonable when total package increases and cent per hour increases are considered and when the cost-of-living is measured by the settlement pattern within the comparables. It is not supported, however, by the evidence pertaining to the reasonableness of its offer concerning longevity compensation. The District's offer is more reasonable when it is compared to the Consumer Price Index. If the decision were to turn solely on the reasonableness of the wage offers, it would be concluded the Association's offer should be implemented since not only is the Association's offer reasonable compared to the increases settled upon among the comparable districts but the District's offer does result in a significantly smaller increase than that determined reasonable by the comparables. However, economics is not the sole issue and when the language issue is considered, the reasonableness of the District's offer prevails.

Although both parties seek changes in the contract, the changes sought by the Association are more significant than the change sought by the District and do not meet the standard set for demonstrating need for change through arbitration. The Association seeks to include an "evergreen" clause, a mid-term impasse procedure and a clause pertaining to compensation for change in work assignments while the District seeks to eliminate the maintenance position wage column. According to the Association, its language proposals are prompted by a singular dispute generated by the retirement of an employee hired in a maintenance position. Prior to January, 1985, the District employed one person in a maintenance position. Upon his retirement, the District decided not to replace this person and instead assigned more repair duties to those employees who are classified as custodians. The Association contends that while the District may have the right to reassign these duties, it must bargain the impact of these reassignments and that it has refused to bargain this impact. It also asserts that since one custodian, in particular, has been assigned the majority of the maintenance tasks, he should be reclassifed to the the maintenance position. It contends, further, that since the District has refused to to either bargain the impact of its decision or to promote the custodian who has assumed the brunt of the maintenance person's work, there is need for several protective language provisions within the contract.

After reviewing the job descriptions, together with the assignments given both the maintenance person and the custodians, it is determined their positions are quite similar and that while the employees may be concerned over the assignment of additional repair duties, nothing in the District's actions can be construed to be outside its prerogative or that the District has acted in such a manner as to create the need for the restrictive language proposed by the Association. The primary difference between the maintenance position and the custodial position is the degree of discretion assigned to the maintenance position and the extent to which the maintenance position is assigned the duties of remodeling and building furniture and the responsibility to clean and maintain all boilers and other major equipment as primary maintenance work. As to other maintenance and repair responsibilities, both job descriptions overlap tremendously. Both are assigned the responsibility to repair and remodel; to perform emergency repair work; to repair and refurbish furniture, to repair playground equipment and to generally participate in maintenance work. The description for the maintenance position adds discretionary tasks such as recommending maintenance priorities, intiating orders, and conducting a regular schedule of preventative maintenance. While the evidence submitted shows that one employee has performed a substantial number of tasks previously assigned the maintenance person, nowhere is there an indication that this employee, or any other employee, has assumed the discretionary duties described in the maintenance position job description. Further, although it does appear that while a maintenance position existed the primary duties of custodians were to clean and not repair, nothing in the contract or in the job description prevents the District from assigning such duties to custodians.

It is clear the District's actions in eliminating the maintenance position and reassigning the repair and maintenance duties normally assigned to that position has caused a substantial amount of concern among unit members and a feeling that they are no longer being adequately compensated for the work which they perform. However, nothing in the actions taken by the District is inconsistent with the rights retained by it within the agreement. Under the management rights provision, the Employer clearly has the right to "create combine, modify and eliminate positions within the District." It also has the right "To determine the kinds and amounts of services to be performed as pertains to District operations; and the number and kind of classifications to perform such services." While this latter right might be modified by creation of a maintenance position wage rate should the question be submitted to the grievance process, the District's right to eliminate the position and eliminate the classification might also be upheld absent any indication that the duties which were reassigned as the result of elimination of the maintenance position were not duties covered under the job description for the other classification or an indication that the reassignment of duties has resulted in an excessive workload for those to whom the duties have been reassigned. Since neither condition does exist, it cannot be concluded the District is acting in bad faith in its decision to eliminate the position and, therefore, its management rights should not be restricted by any of the three language proposals advanced by the Association.

The Association also proposed a langauge change regarding the establishment of a wage rate column for Educational Aides. While the Association's proposal regarding an employee's placement on the wage schedule may, in fact, represent the status quo within the District since the District raised no objection to this proposal, there is also no dispute regarding the practice of the District. Absent a specific problem, the need to clarify language is not sufficient reason to find in favor of the Association's proposal.

Finally, the Association's argument regarding the need for "catch-up" caused by the "District's failure to abide by the 1983-85 consent award is rejected. At the time agreement was reached between the parties, the package implemented by both parties constituted a 7.19% package, the agreed upon amount in the consent award. Absent a showing that the District acted in bad faith when it reached this agreement and implemented it, the District should not be penalized for finding a less expensive way to provide benefits later in the year.

In conclusion, it is determined the Association's offer pertinent to a wage increase is more reasonable; the Association has failed to demonstrate need for the restrictive langauge changes which it has proposed; the District's offer is more reasonable as it relates to the longevity provision and that the District should not be penalized for actions taken within its prerogative.

Further, the following award is based upon review of the evidence and arguments presented and upon the relevancy of the data to the statutory criteria as stated in the above discussion.

AWARD

The final offer of the District, attached as Appendix "B", together with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor agreement which remained unchanged during the course of bargaining, shall be incorporated into the 1985-86 collective bargaining agreement as required by statute.

Dated this 22th day of September, 1986 at La Crosse, Wisconsin.

Sharon K. Imes

Sharon K. Imes
Mediator/Arbitrator

SKI:ms

Appendix "A"

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DEC 20 1985

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Name of Case: LODI SCHOOL DISTRICT

Case 24 No. 35421 MED/ARB-3413

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.

December 19, 1985 (Date)

A. Phillip Barkenhagen (Representative)

On Behalf of: Lodi Educational Support Association

LODI SCHOOL DISTRICT

FINAL OFFER

OF THE

LODI EDUCATIONAL SUPPORT ASSOCIATION

The Association proposes the provisions of the 1983-85 Master Contract between the Lodi Educational Support Association and the Lodi School District Board of Education remain the terms of the 1985-86 Master Contract with any stipulated agreements between the parties and the following amendments hereto, and as determined by the Mediator-Arbitrator to be incorporated into the successor/amended agreement.

December 19, 1985
Date

A. Phillips Borkenhagen
For the Association

ARTICLE XVI - COMPENSATION

2. Employees in the system will advance vertically with each new year of service, according to the wage schedule. Lateral movement on the wage schedule, due to a permanent change to a higher job classification, shall be at a step not to exceed one step higher than where the employee was prior to the change. Lateral movement on the wage schedule as a result of an involuntary transfer shall allow an employee at least his/her previous wage rate if moved to a lesser job classification. Any higher placement on the schedule through lateral movement must be approved by LESA.

   Employees temporarily assigned to duties outside of their normal job classification and among the normal duties of a higher-paid classification shall receive the higher rate of pay commensurate with the higher job classification; however, temporary assignment to duties of a lesser-paid classification shall not result in a reduced rate of pay for the performance of those duties.

3. Employees who were employed by the Lodi School District for the 1984-85 term shall be placed onto the 1985-86 schedule with one step advancement from their 1984-85 placement, within their respective categories.

   Special Ed Aides employed for the 1984-85 term will be transferred to the Special Ed Aide category and placed on the appropriate step according to the above.

ARTICLE XIX - DURATION OF AGREEMENT

(TA'd - 10/22/85) A. This Agreement shall be effective as of July 1, 1985, shall be binding upon the Board and the LESA, and shall remain in full force and effect through June 30, 1986.

B. In the event that the parties do not reach a written successor agreement to this Agreement by the expiration date of this Agreement, the provisions of this Agreement shall remain in full force and effect during the pendency of negotiations and until a successor agreement is executed, provided, however, that this Agreement shall not have a duration of more than three years.

C. Changes in Board decisions, rules and practices or policies which occur during the term of this Agreement or the change in or creation of job classifications which occur during the term of this Agreement and which affect employee wages, hours or conditions of employment shall be promptly transmitted to the Association in writing and the impact thereof shall be subject to negotiations between the parties at reasonable times during the term of this Agreement. When such negotiations are required, this Agreement shall be amended or motified to incorporate the agreement(s) reached in said negotiations. If said negotiations result in an impasse, the impasse shall be resolved pursuant to the provisions of section 111.70(4)(cm), Wis. Stats.

(TA'd - 10/22/85) D. Executed this _____ day of _____, 19___, at Lodi, Wisconsin by the undersigned officers by the authority of and on behalf of the Lodi School Board and the LESA.

For the Lodi School Board	For the LESA
_____	_____
President	President
_____	_____
Clerk	Secretary-Treasurer

APPENDIX A

July 1, 1985 through June 30, 1986

A.

Lane	Secretary I	Secretary II	Aide	Special Ed Aide
1	5.05	4.65	4.35	4.40
2	5.20	4.80	4.50	4.55
3	5.35	4.95	4.65	4.70
4	5.50	5.10	4.80	4.85
5	5.65	5.25	4.95	5.00
6	5.80	5.40	5.10	5.15
7	6.00	5.60	5.30	5.35
8	6.15	5.75	5.45	5.50
9	6.30	5.90	5.60	5.65
10	6.45	6.05	5.75	5.80
11	6.60	6.20	5.90	5.95
12	6.75	6.35	6.05	6.10
13	6.90	6.50	6.20	6.25
14	7.05	6.65	6.35	6.40
15	7.20	6.80	6.50	6.55

B.

Lane	Custodian II	Custodian I	Maintenance
1	6.00	6.50	6.75
2	6.15	6.65	6.90
3	6.30	6.80	7.05
4	6.45	6.95	7.20
5	6.60	7.10	7.35
6	6.75	7.25	7.50
7	6.95	7.45	7.70
8	7.15	7.65	7.90
9	7.35	7.85	8.10
10	7.55	8.05	8.30
11	7.75	8.25	8.50
12	7.95	8.45	8.70
13	8.15	8.65	8.90

NOTE: In addition to the established pay schedule, custodians who are employed by the District beyond the common work day (first shift) shall be paid a shift differential accordingly:

2nd shift (4:00 p.m. - 12:00 Midnight) 12¢ per hour
3rd shift (12:00 Midnight - 8:00 a.m.) 19¢ per hour

It is understood that if the majority (4 hours or more) of the custodian's work time is within either of the above shift categories, the custodian would receive the appropriate shift rate per hour for the full shift worked, i.e., 8 hours.

APPENDIX B

LONGEVITY

An employee in the bargaining unit shall become eligible for the following longevity allowances upon reaching of the employee's anniversary date of employment accordingly:

A. Ten cents (10¢) per hour will be added to the salary rate of any contracted employee who has been employed by the District for more then six (6) years, but has been employed by the District for fifteen (15) years or less.

B. Fifteen cents (15¢) per hour will be added to the salary rate of any contracted employee who has been employed by the District for more than fifteen (15) years, but has been employed by the District for twenty (20) years or less.

C. Twenty cents (20¢) per hour will be added to the salary rate of any contracted employee who has been employed by the District for more than twenty (20) years.

Appendix "B"

FINAL OFFER
of the
BOARD OF EDUCATION
SCHOOL DISTRICT OF LODI

This offer of the Board of Education shall be effective as of July 1, 1985 and remain in effect to June 30, 1986. This offer incorporates the previous agreement between the parties and any tentative agreements.

John G. Sauerberg
On Behalf of the Board of Education

11/15/85
Dated

APPENDIX A

JULY 1, 1985 THROUGH JUNE 30, 1986

A.

	Secretary I	Secretary II	Aide	Special Ed Aide
1	4.92	4.52	4.22	4.27
2	5.07	4.67	4.37	4.42
3	5.22	4.82	4.52	4.57
4	5.37	4.97	4.67	4.72
5	5.52	5.12	4.82	4.87
6	5.67	5.27	4.97	5.02
7	5.87	5.47	5.17	5.22
8	6.02	5.62	5.32	5.37
9	6.17	5.77	5.47	5.52
10	6.32	5.92	5.62	5.67
11	6.47	6 07	5.77	5.82
12	6.62	6.22	5.92	5.97
13	6.77	6.37	6.07	6.12
14	6.92	6.52	6.22	6.27
15	7.07	6.67	6.37	6.42

B.

	Custodian II	Custodian I
1	5.75	6.25
2	5.90	6.40
3	6.05	6.55
4	6.20	6.70
5	6.36	6.85
6	6.55	7.05
7	6.75	7.25
8	6.95	7.45
9	7.10	7.60
10	7.25	7.75
11	7.40	7.90
12	7.55	8.05
13	7.70	8.20

NOTE: In addition to the established pay schedule, custodians who are employed by the District beyond the common work day (first shift) shall be paid a shift differential accordingly:

2nd shift (4:00 p.m. - 12:00 Midnight)	12¢ per hour
3rd shift (12:00 Midnight - 8:00 a.m.)	19¢ per hour

It is understood that if the majority (4 hours or more) of the custodian's work time is within either of the above shift categories, the custodian would receive the appropriate shift rate per hour for the full shift worked, i.e., 8 hours.