

MAR 23 1987

STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the	:	
Mediation/Arbitration Between	:	Case 18
	:	No. 37088 Med/Arb-3918
RHINELANDER SUPPORT STAFF	:	Decision No. 23991-A
ASSOCIATION, LOCAL 3985,	:	
WFT, AFT, AFL-CIO	:	
	:	
	:	Charles J. Jones
	:	Mediator/Arbitrator
	:	
	:	



APPEARANCES:

Steve Kowalski, Staff Representative, Wisconsin Federation of Teachers, appearing on behalf of the Rhinelander Support Staff Association, Local 3985, WFT, AFT, AFL-CIO.

Mulcahy & Wherry, S.C., by Ronald J. Rutlin, appearing on behalf of the Rhinelander School District.

ARBITRATION HEARING BACKGROUND AND JURISDICTION:

On October 15, 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. At the request of the parties, mediation was waived and the parties proceeded to hearing on December 2, 1986. During the hearing, the Rhinelander Support Staff Association, hereinafter referred to as the Association, and the Rhinelander School District, hereinafter referred to as the Employer or the District, were given full opportunity to present relevant evidence and make oral argument. Subsequently, briefs were filed with and exchanged by the arbitrator on January 17, 1987.

THE FINAL OFFERS:

Prior to hearing, the parties agreed to modify the Union's final offer by allowing them to delete items 4.a., c. and d. under Appendix "B" and to accept 4.b. under Appendix "B". In addition, the parties agreed to change the classification headings in the Salary Schedule from "Carp/Heat/Mec" to "Main/Heat" and Main/RHS Asst" to Groundskeeper/RHS Asst." The remaining issues at impasse between the parties concern dues deduction and fair share, overtime, credits earned for District experience and salary. 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:

The parties disagree over the comparables. The Association proposes the school districts within the athletic conference as the appropriate set of comparables stating they are similar sized, most likely offer similar services with a similar support staff structure and classification system and are geographically near. The District, maintaining geographical proximity and the labor market must be primary criteria in determining comparability for support staff personnel, contends Oneida County, the City of Rhinelander and the Peterson Health Care Center should be the appropriate set of comparables. In addition, it suggests comparisons with ten other school districts which lie

within 30-50 miles of the District and are within the five counties which comprise the North Central Wisconsin Service Delivery Area. In support of this proposal, the Association has its analysis of the commuting pattern of the Association's employees and well as that of potential employees within Oneida County, which show the majority of employees within the County and within the District live within 30 miles of their place of employment. Given this fact, the District maintains geographic proximity must be an overriding consideration in determining the labor market area for District employees.

The Association rejects comparisons with the smaller school districts proposed as comparables by the District contending that their small size will cause the support staff structure to differ from that of this District and will affect comparisons. Further, it contains the City of Rhinelander, Appleton, and Oneida. The Association contends that the support staff structure will also differ from that of these districts. The District, on the other hand, argues the Association's comparables, with the exception of Antigo and Merrill, are inappropriate since they are not geographically near enough to represent the appropriate "labor market." It also rejects the Association's contention that unionized employee groups should be the most appropriate comparable grouping stating exclusion of non-unionized groups would not reflect the economic environment of the area.

In regard to the issues in dispute, the Association posits the most important issue is the fair share issue. Stating the issue has been on the table four of the past five bargaining sessions, the Association declares not only is it needed but that it is justified by the comparables. In arguing there is a need for the fair share provision in the contract, the Association notes 75% of the bargaining unit voluntarily belongs to the union and has for the past three or four years. It continues that despite an active recruiting campaign, the remaining bargaining unit members have not chosen to join the union even though the union has not only represented them in negotiations, including incurring arbitration expense, but has had to represent them in various grievances and working condition matters as well. Given these facts, the Association posits it is time for non-members to pay their proportionate cost of collective bargaining and contract administration. In addition, it declares the comparables overwhelmingly support its position since every comparable district, except Wausau, has fair share.

Anticipating the District's arguments regarding the fair share provision, the Association posits the District may contend that a fair share provision is too strong and that the comparables support a modified fair share provision. In that regard, the Association declares a modified fair share provision has not been proposed by either party so it cannot be considered an alternative.

Addressing the possibility that the District might argue that the Association's fair share proposal is illegal or potentially, illegal, since the issue was raised by the District at the arbitration hearing, the Association urges rejection of any argument made on this basis. It argues that if the District was concerned about the legality of the fair share proposal the time for stating its objections should have been prior to certification of the final offers as is provided for within the statute. It continues that since the District never objected to any provisions within the Association's final offer prior to the hearing, now is not the time to raise such issues.

The Association also argues its proposed language is not in conflict with recent court rulings but adds that even if its language were ruled illegal in the future, the parties are protected from any illegal provisions by the Savings Clause within the contract. It concludes this is further reason to reject this type of argument.

Also rejecting any argument the District might raise regarding the "whipsaw" effect of granting fair share to the support staff, the Association posits that there is no validity in this type of argument since no other bargaining unit within the District is seeking fair share. It continues that it can and has been shown that fair share has never even been proposed at the teachers' unit's bargaining table.

In regard to the salary dispute, the Association states that although the parties are reasonably close on the salary issue, the split increase proposed by the District is unfair since it will result in a rollup cost carried into the 1987-88 contract year without reason for doing so. Maintaining parties

generally implement split schedules when there is need to offset the cost of a given wage increase that occurs over a single year. The Association argues that the District has not presented an ability to pay argument and has shown no need for this method of salary implementation.

The Association urges the salary proposals be evaluated on the basis of general wage increase and benchmark comparisons since neither party produced evidence on comparable package settlements. It maintains that if these comparisons are made, its offer is more reasonable. It posits that while its general wage increase is similar to the increases provided among the comparables, the District's offer is less than the increases offered by any of the comparable employers, except Oneida County. The Association adds that not only is the District's wage increase offer less than that of the comparables but that the District wishes to work with the comparables who have years left on their current contract year, a factor which results in a reduction in the cost of the District's proposal. The Association argues that the cost of the District's proposal caused by its proposal for a split schedule increase, makes the Employer's proposal "ridiculously low in relation to what other comparable employers are providing...." It maintains these facts should also be considered when determining the reasonableness of the offers.

Addressing the cost of living criterion in the statute, the Association posits that although the cost of living is low, similar employers with similar economic conditions within the area have provided 5 and 6 percent increases. It concludes its proposal, then, is no different than the increases which have been given within the area.

In its benchmark analysis, the Association concludes its offer is below the benchmark points of all comparable employers. Further, it argues against the Employer's comparisons charging they are unreliable since they contain "mostly unrepresented groups of employees."

Addressing its proposed longevity provision, the Association states an increase is needed since the longevity concept was voluntarily accepted by the parties in 1983-84 and there have been no increases in it since then. It continues that support for its proposal exists not only because its proposed longevity benefit is comparable to those districts which provide longevity but because it decided to seek an increase in the longevity pay and adjust its proposed rate increase downward in order to provide a wage increase which is well within increases provided among the comparables rather than propose a high percentage scale increase.

In regard to its overtime proposal, the Association notes that the current contract provision conflicts with the Fair Labor Standards Act provisions by providing for overtime compensation either in time and a half pay or in straight time compensatory time off if the employee and the supervisor mutually agree. It states it attempts to resolve this conflict by proposing compensatory time off at time and a half. In contrast, it argues the Employer is using the conflict "as an excuse to strip the contract of any reference to compensatory time off." Asserting the District has failed to prove a need for eliminating compensatory time off, the Association rejects the District's arguments regarding this issue. It charges the District has provided no evidence to support its claim that compensatory time created a recordkeeping problem and that it has not shown that compensatory time off affects productivity. In that regard, specifically, the Association posits there should be no problem with productivity since the contract provision which allows compensatory time off only allows compensatory time off by mutual agreement between the employee and the supervisor. This provision, according to the Association, allows the supervisor to deny compensatory time off if there is a productivity problem.

The final issue in dispute between the parties is that of credits for aides. In this regard, the Association declares its proposal concerning service credits for aides is reasonable since it only slightly accelerates the number of years it may take an aide to move up in pay classification.

According to the District, its offer is sufficient to accomplish a reasonable level of increase over the term of the contract. Stating there is no large differential between the wage rates under the final offers after the District's lift is given and that the salary issue is not a predominant one, the District declares the financial resources of the District must be considered in determining the reasonableness of the offers. Continuing that it

has the third lowest equalized value and yet the second highest tax rate among comparable school districts, the District asserts that although it is larger than some of its neighbors, it does not have the corresponding economic base which would demand wage rates in excess of those which exist within the comparable grouping.

The District, maintaining it is difficult to examine wage comparisons on a position by position basis and achieve finite accuracy since the positions among the comparables may differ, nonetheless, declares it is possible to ascertain whether or not the range of wages offer by the parties is appropriate by comparing the offers with the range of rates paid similar positions within the labor market. In comparing the final offers and the overall wage positions of the bargaining unit members with the range of wages offered in similar positions in other school districts and the local market area, the District concludes its range of wage rates compares favorably not only with the set delivery area but with the other labor markets as established by the comparable districts and the local market area. The District continues that it is not instructive to make minimum wage rate comparisons as proposed by the Association because many of the position rates probably reflect the one rate paid the incumbent who occupies that position in the smaller school districts.

In final reference to the salary issue, the District rejects the Association's proposal to improve and change the salary schedule advancement process for aides declaring it has failed to show need for such improvement. Stating its offer maintains the status quo, the District argues there is no need to change it since it is the only district to provide advancement on the basis of work experience and since the distribution of employees within each class shows there is ample incentive for employee advancement.

Continuing that the Association proposes to increase the longevity rates, the District asserts that its offer, which again maintains the status quo, is highly competitive when compared with longevity rates paid other school employees and when compared with rates paid employees for the City of Rhinelander and for Oneida County. It maintains that a comparison of longevity rates paid its employees with those paid other public sector employees shows its employees have the most advantageous longevity plan. It continues, then, that to seek to improve upon this already advantageous position, as the Association is doing, is both "unreasonable and unwarranted."

In comparing the final offers to the increase in the cost of living as measured by the Consumer Price Index, the District concludes its offer is more reasonable. As support for its position, it notes that not only does its base salary increase offer alone far exceed the comparable increase in the cost of living but the total economic value of the final offers which includes reclassifications, step increases and longevity provides an even greater increase to the employees. In making this analysis, the District also rejects the Association's argument that the "hours reduction" should be considered when costing the final offers. It states this factor, according to arbitral authority, should only be considered if the District were making an inability to pay argument. It continues that since it is not making an inability to pay argument, this factor should not be considered.

Addressing the fair share proposal advanced by the Association, the District objects to the proposal for three reasons. First, the District maintains it is imprudent to install what appears to be an inadequate fair share provision. Stating the Union has not proposed a fair share clause with a rebate provision, the District cites a recent U.S. Supreme Court decision which found a similar provision to be defective. It adds that a similar lawsuit is pending in the Western District of Federal Court in Wisconsin. Second, the District does not believe the support staff should have a fair share provision when the teachers neither have the provision nor have requested such a provision. Third, the District asserts that fair share payments required of employees who work minimal hours will cause those employees to lose a substantial percentage of their compensation and may make it difficult for the District to recruit employees to fill such positions.

The District also objects to the Association's fair share proposal alleging that the proposal does not meet the test of comparability. In that regard, the District cites the fact that six of the Association's eight comparable districts which have fair share provisions, have modified fair share

provisions which runs contrary to the Union's proposal for full fair share. Consequently, it is not in the best interests of this proposal.

Finally, noting both parties have proposed a change in the overtime provision in order to conform with the recent changes in the Fair Labor Standards Act, the District faults the Association's proposal declaring it imposes a burden upon the District. Stating that the only recent the District had previously been willing to do the burdensome recordkeeping task associated with providing compensatory time off was because it had an economic advantage in providing straight time compensatory time off. It continues that since that economic advantage is no longer available, it is not to the advantage of the District or to the educational program to maintain compensatory time records.

The District also notes that to allow compensatory time off would create morale problems. It notes that its employees at the District are not involved in approving the use of compensatory time off and this inconsistency will create morale problems.

DISCUSSION:

Primarily relying upon comparables to establish the reasonableness of their positions, the parties each argue for a separate select group of comparables. After considering the arguments and reviewing the evidence submitted concerning size, geographic location and economic status, as well as the arguments concerning labor market for non-professional employees, the Antigo, Merrill, and Tomahawk school districts, together with the City of Rhinelander and Oneida County, were selected as the comparables. Consideration was given to including the Peterson Health Care Center and the D. C. Everest and Wausau school districts among the comparables, however, the data available concerning these entities was not sufficient to make appropriate comparisons. Consequently, they were not included.

There are four issues in dispute between the parties: salary, overtime compensation, credits earned for District experience for aides and fair share. Although both parties argue the merits of their positions on all of the issues in dispute, both agree there is relatively little difference in their wage proposals and that this issue is not the most important issue in dispute between the parties. After reviewing the parties' respective positions on the remaining issues, it is determined the primary and most important issue in dispute between the parties relates to the fair share provision. On this issue, the Association proposes a full fair share provision while the District objects to the inclusion of such a provision in the collective bargaining agreement.

In urging rejection of the Association's position on fair share, the District voices three objections. Its first objection is that it is imprudent to install in the collective bargaining agreement a fair share provision which appears to be inadequate. According to the District, the Association has proposed a fair share provision similar to one which the U.S. Supreme Court has found defective. The undersigned does not concur.

A review of the case, Chicago Teachers Union, Local # 1, et al. v. Hudson, et al., 106 S.Ct. 1055 (1986), indicates the question addressed by the Court related to the constitutionality of the Union's internal procedures for assuring nonmembers' money is only used for the cost of representation, for providing nonmembers with adequate information on how the costs of representation were determined and in allowing nonmembers to voice their objections regarding the amount determined as a fair share. The Court found the Union's procedure was defective in that it "failed to minimize the risk that nonunion employees' contributions might be used for impermissible purposes, because it failed to provide adequate justification for the advance reduction of dues, and because it failed to offer a reasonably prompt decision by an impartial decisionmaker." In the Hudson case, the Court objected to specifically defined internal Union procedures which had been approved by the Board of Education and were contained in the collective bargaining agreement. In the proposal advanced by the Association in this matter, the internal Association procedures are not defined nor is the District asked to approve the Association's internal procedures. There is no question that if the Association's internal procedures do not address the issues raised in the Hudson case, the Association may find itself in violation of the law. The fact that the Association has not provided information concerning the workings of

its internal organization, however, does not make the provision inadequate or ineffective. The argument of the District that the provision is rejected.

The second objection advanced by the District is that the District does not believe the support staff should have a fair share proposal in its collective bargaining agreement when the teachers' unit neither has such a provision or is seeking such a provision. This argument is not persuasive. If there were some indication that the teachers had been seeking a fair share provision and had been unable to secure one and that an award providing fair share to the support staff would have an adverse impact upon bargaining with the teachers, some consideration might be given to this argument. Since that is not the case and the support staff has not sought a fair share provision, the District's argument is not persuasive. The District's argument that the support staff is not to be considered as a bargaining unit is also not persuasive. The support staff is a bargaining unit and is entitled to a fair share provision in the collective bargaining agreement. Among the comparables, a full fair share provision exists in at least one bargaining units' contract in three of the comparable units of government and a modified fair share provision exists in at least one bargaining units' contract in the remaining two units of government.

The third objection advanced by the District is that fair share payments required of employees who work minimal hours will cause those employees to lose a substantial percentage of their compensation and may make it difficult for the District to recruit employees to fill such positions. The evidence does not substantiate the District's position. A review of the records indicates that among the employees who work approximately four hours or less a day, less than a third do not already pay dues to the union. The records also indicate that over two-thirds of employees who do not currently pay dues to the Association work more than four hours a day. Since the numbers demonstrate that many of the employees the District has raised a concern for already pay more than "fair share" because they voluntarily belong to the Association, it must be concluded that the District's argument is merely a supposition and not the fact.

Based upon the above discussion concerning the fair share provision, it is concluded that the objections of the District are not persuasive. Further it is concluded that the comparables within the area support the Association's proposal. Finally, based upon these conclusions, it is determined that the Association prevails on this issue.

The wage issue is divided into three areas, the base salary increase, a longevity increase and acceleration of the number of credits needed to advance in pay classification for aides. On the base salary increase, it is found that the Association's position is more reasonable, however, it is also concluded that the District's position is more reasonable relative to the longevity proposal and the proposal regarding aide credits.

In support of its base salary increase proposal, a split schedule increase, the District argues the wage proposals must take into consideration the economic well-being of the District. It is hard to argue with the District that its proposal which provides a wage rate lift similar to that provided among the comparables without costing as much as other wage rate increases among the comparables may have cost does not take into consideration the economic well-being of the District. In order to support a method of providing wage rate increases which differs from those provided among the comparables, however, it must be shown that the District's financial resources are less adequate than the financial resources of those units of government considered comparable. The evidence submitted concerning this question, however, shows the District does not differ significantly from those school districts which are considered comparable. Further, no evidence was submitted to show the County within which the District lies is experiencing any greater financial difficulties than those counties which surround it and within which the comparable school districts lie. Thus, absent data to show the District is experiencing greater financial problems than those considered comparable, a split schedule increase cannot be considered reasonable.

In regard to the base salary increase itself, a comparison of the range of rates paid employees performing similar work in similar units of government,

indicates the Association's offer, which is slightly greater than the District's is more reasonable. Concurrently, the District that it is difficult to compare exact positions among the comparables since size and organizational structure will define job responsibilities among the comparables in a variety of ways, the range of wages, as suggested by the District, was considered for determining the reasonableness of the offers. A comparison of the final offers on the base rate increase with the ranges established both by comparing the units of government considered comparable and the ranges paid employees within the private sector within the County indicates the District's offer, as well as the Association's offer, generally results in wage rates slightly less than the range of wages. In making this finding, it should be noted the District compared minimum and maximum wage rates paid within the District with starting and near rates paid in the private sector while the Association proposed, instead, to compare the starting rates and the near rates paid both in the public and private sectors.

In regard to the proposals advanced by the Association concerning the increase in longevity and acceleration in the accumulation of credits for salary classification advancement, it is concluded the District's position maintaining the status quo is more reasonable. In both instances, the Association failed to demonstrate a need for its proposals while the District was able to show that it remains competitive in these areas.

On the final issue, that relating to compensatory time, both parties submit a change in the current language which they posit is to accommodate a change in the Fair Labor Standards Act. The Association proposes no change in the compensatory time language except to change the time off rate from straight time to time and a half. The District's proposal eliminates the concept of compensatory time off and seeks to change the contract language so that all compensatory time be paid compensatory time at the rate of time and a half. Both proposals accommodate the change in the Fair Labor Standards Act. This is an issue better resolved through collective bargaining, however that choice has not been given the arbitrator. Consequently, the arbitrator finds the Association's proposal is preferred since it causes the least change in that which has already been bargained. The District argues compensatory time off should no longer be allowed since it causes a bookkeeping problem and since it has the potential for creating morale problems among the employees when supervisors differ in their preference for allowing compensatory time off. Without evidence that this has been a problem in the past, it is not sufficient reason to eliminate a provision the parties have already bargained in the normal give and take of negotiations.

In conclusion, since both parties agree the salary proposals were similar and not the most important issue, the weight assigned to the remaining issues becomes the determinative factor in deciding which final offer should be implemented. In that respect, it is concluded that none of the issues, except the fair share issue, causes a significant change in the current relationship between the parties. Longevity is a concept already accepted by the parties and although the District's offer is preferred, the Association's proposal regarding it is not so significantly out of line as to make this a determinative factor. The same holds true on the additional credit issue. While the Association's offer is preferred on the compensatory time language, it also causes little change in the current bargaining relationship. Given these facts, then, it is determined the most important issue between the parties is the fair share issue and on that issue, as discussed above, it is concluded the Association prevails. Since it has been found that the Association's offer is preferred on the fair share provision and that this issue is the determinative issue in the dispute, the following award is made 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 Association, etc. with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the 1985-87 collective bargaining agreement which remained unchanged during the course of bargaining, shall be incorporated into the 1985-87 collective bargaining agreement as required by statute.

Dated this 17th day of March, 1987 at La Crosse, Wisconsin.



EX:ms



Wisconsin Federation of Teachers

200 W. Wisconsin Ave. Madison, Wisconsin 53704 Phone 244-8777 Fax 222-7193

September 16, 1986

BILL KAZEE, President
CONNIE SALTESON, Executive Director

RECEIVED

SEP 18 1986

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Ms. Mary Jo Schiavoni
Investigator, WERC
P.O. Box 7870
Madison, WI 53707-7870

Re: Rhinelander Support Staff Association
Med/Arb Petition

Dear Ms. Schiavoni:

Enclosed are two copies of the Union's revised final offer in the above referenced matter. A copy has been forwarded to the District's representative, Ron Rutlin.

Thank you for your assistance in this matter.

Very truly yours,

Steve Kowalsky
Staff Representative
Wis. Federation of Teachers

mc/opelu#9
afl-cio

cc: Ron Rutlin
Jan DeHorn

SEP 10 1986

SEP 10 1986

FINAL OFFER

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Rhineland Support Staff Association
Local 3985, AFT, WFT, AFL-CIO

September 5, 1986

1. All stipulated agreements.
2. ARTICLE 3 - UNION RIGHTS AND ACTIVITIES (page 2)

D. Dues Deduction and Fair Share:

1. Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain or drop their membership in an employee organization as they see fit.
2. Dues Deduction: Union dues will be deducted from the paycheck of each employee authorizing such deduction in writing, and forwarded to the Union Treasurer. Dues deduction authorizations shall be revokable with thirty (30) days written notice.
3. Effective thirty (30) days after the date of initial employment of an employee or thirty (30) days after the opening of school in the fall semester, the District shall deduct from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their Fair Share at the cost of representation by the Association, as provided in Section 111.70 (1)(h), Wisconsin Statutes, and as certified to the District by the Association, and pay said amount to the Treasurer of the Association on or before the end of the month following the month in which such deduction was made. The District will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.
 - a. For purposes of this Article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the District pursuant to paragraph 2 (Dues Deduction) [or paid to the Association in some other manner authorized by the Association]. The Association shall notify the District of those employees who are exempt from the provisions of this Section [by the first day of September of each year], and shall notify the District of any changes in its membership affecting the operation of the provisions of this Article thirty (30) days before the effective date of such change.
 - b. The Association shall notify the District of the amount certified by the Association to be the Fair Share of the cost of representation by the Association, referred to above two weeks prior to any required Fair Share deduction.

4. The Association does hereby indemnify and shall save the District 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 District, which District action or non-action is in compliance with the provisions of this Section, and in reliance on any lists or certificates which have been furnished to the District pursuant to this Section, provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this Section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Section through representatives of its own choosing and at its own expense.

3. APPENDIX "A"

EMPLOYEE CLASSIFICATIONS (p. 32)

III. Aides

Aides* - Responsible to a certified staff member.

<u>Category</u>	<u>High School Diploma Required</u>	<u>Credits Required</u>
I	Yes	Less than 30
II	Yes	30 but less than 60
III	Yes	60 or more

Credit Criteria: (Reporting credits is the employee's responsibility.)

1. Approved college credits beyond the high school diploma, and/or
2. District experience at:
 - 20 hours per week or less - 3 credits per year
 - 21 hours per week or more - 4 credits per year, and/or
3. Other approved course work or inservice.

*Those employees considered certified aides prior to July, 1980, shall be compensated on the Aide II salary schedule until they achieve the required 60 credits or achieve an additional 30 credits, whichever occurs first, at which time they will be moved to the Aide III classification.

Special Ed Aide License:

1. Any aide serving in a special education position must have a WI-DPI license #883 regardless of whether they have sixty credits or not.
2. The cost of the initial WI-DPI license #883 will be paid by the District.
3. If the aide has a current WI-DPI teaching license, they do not need the aide license #883.

APPENDIX "B"

4. 1985-86 SCHOOL YEAR

~~a.) General Services at Elementary Head Classification.
(Only the position that requires substitution work.)~~

b.) Aides: Change "Certified" to Aide II
Change "Non-certified" to Aide I
Add Aide III Classification at 22¢ above Aide II in all lanes.

~~c.) Create Payroll Clerk Classification at:~~

Start	2nd	4th	7th	10th	13th
6.50	6.77	7.05	7.32	7.60	7.88

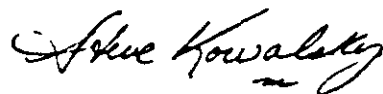
~~d.) Create Bookkeeper Classification at:~~

Start	2nd	4th	7th	10th	13th
7.00	8.12	8.37	8.61	8.86	9.11

- e.) Increase all pay rates (including Aide III, Payroll Clerk and Bookkeeper) by 4%.
- f.) Change longevity from "3 cents per hour" to "5 cents per hour".

5. Salary raises, longevity, and reclassifications shall be retroactive to July 1, 1986, and paid within thirty (30) days from the date of the Arbitrator's award. Fair share shall be implemented within forty-five (45) days from the date of the arbitrators award.

Respectfully submitted,



Steve Kowalsky
Representative



Wisconsin Federation of Teachers

BILL KAZEE, President
CONNIE SHULTZ, ESCO, Executive Director

September 23, 1986

RECEIVED

SEP 24 1986

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Ms. Mary Jo Schiavoni, Investigator
Wisconsin Employment Relations Commission
P. O. Box 7870
Madison, WI 53707-7870

Re: Rhinelander School District
Case 18, No. 37088
MED/ARB 3918

Dear Ms. Schiavoni:

Enclosed is an addition to the Union's last final offer. I have notified the employer of this change.

Thank you.

Very truly yours,

Steve Kowalsky
Steve Kowalsky
Representative

mh/opeiu#9
afl-cio

CC: Ron Rutlin

Enclosure

REC'D

SEP 24 1981

WISCONSIN EMPLOYEES
RELATIONS COMMISSION

ARTICLE 9 - WORK DAYS, HOURS OF WORK

- C. Overtime: Overtime at the rate of time and one-half (1-1/2) the employee's normal hourly rate will be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours in any one week unless the employee and the employee's immediate supervisor mutually agree to compensatory time to be used within one hundred twenty (120) days after it was earned on a time and one-half basis; that is, one and one-half hours of compensatory time for each hour of overtime. Hours paid for vacation, sick leave and/or holiday will be considered as hours worked in determining forty (40) in any week.

mh/opeiu#9
afl-cio

SEP 24 1986

MULCAHY & WHERRY, S.C.

ATTORNEYS AT LAW

408 THIRD STREET

P O BOX 1004

WAUSAU WISCONSIN 54401-1004

715 842 0502

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

MEDIAN CASE & WAGE DIVISION

WISCONSIN 800 242 9696

CABLE TAXCOUNSEL

OFFICES

MILWAUKEE
EAU CLAIRE
GREEN BAY
MADISON
OSHKOSH
SHEBOYGAN
WAUSAU
HOLLYWOOD FLA

September 23, 1986

Ms. Mary Jo Schiavoni
Investigator
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P.O. Box 7870
Madison, WI 53707-7870

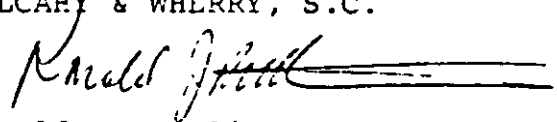
Re: Rhinelander School District
Case 18 No. 37088 MED/ARB-3918

Dear Ms. Schiavoni:

Enclosed please find the Employer's revised Final Offer. It is my understanding that Mr. Kowalsky is sending in a revised Offer which includes a counterproposal on Article 9, Subsection "C". Upon receipt of the enclosed Offer from the District and Mr. Kowalsky's revised Final Offer, I believe this matter can be certified. If you have any questions, please feel free to contact the undersigned.

Very truly yours,

MULCAHY & WHERRY, S.C.


Ronald J. Rutlin

RJR/gw

Encl.

cc:Mr. Kowalsky

Mr. Obey

SEP 21 1986

SEP 21 1986

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Name of Case: RHINELANDER SCHOOL DISTRICT
CASE 18 NO. 37088 MED/ARB-3918

The following, or the attachment hereto, constitutes our final offer for the purpose 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.

9/23/86

Date

Ronald A. Pratt

(Representative)

On behalf of the School District of Rhinelanders

FINAL OFFER OF THE SCHOOL DISTRICT OF RHINELANDER TO RHINELANDER
SUPPORT STAFF ASSOCIATION, SEPTEMBER 23, 1986

1. ARTICLE 9 - WORK DAYS, HOURS OF WORK, revise Subsection "C" Overtime to read as follows:

"Overtime at the rate of time and one-half (1 1/2) the employee's normal hourly rate will be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours in any one (1) week. Hours paid for vacation, sick leave and/or holidays will be considered as hours worked in determining forty (40) hours in any week."
2. APPENDIX "A" - EMPLOYEE CLASSIFICATIONS, revise Section III - Aides per attached.
3. APPENDIX "B", revise per attached.
4. All other provisions in the 1985-87 Contract shall remain unchanged except as agreed upon by stipulation between the parties.

RJL

III. Aides

<u>Category</u>	<u>High School Diploma or Its Equivalent</u>	<u>Credits Beyond High School</u>
I	X	less than 30.0
II	X	30.0 but less than 60.0
III	X	60.0 or more

Aides - Responsible to a licensed staff member.

Credit Criteria: Submit requests for credits in advance on regular district forms.

Approved College Credits:

District experience at:

- 20 hours per week or less - 2 credits per year
- 21 hours per week or more - 3 credits per year

Other approved course work
or inservice

Special Ed.

- Aide License #883 -
1. Any aide serving in a special education position must have a WI-DPI license #883 regardless of the number of credits they have beyond high school.
 2. If the aide has a current WI-DPI teaching license they do not need the aide license #883.
 3. The cost of the initial WI-DPI license #883 will be paid by the district.

Those employees considered certified aides prior to July 1980 shall continue to be compensated on the aide II schedule for the duration of their employment, unless they have 60.0 or more credits or earn enough in the future to advance to aide III.

Parking Lot Attendant -

RJR

APPENDIX "B"

1986-87 SCHOOL YEAR

Effective 7/1/86

	<u>Start</u>	<u>Start</u> <u>2nd yr</u>	<u>Start</u> <u>4th yr</u>	<u>Start</u> <u>7th yr</u>	<u>Start</u> <u>10th yr</u>	<u>Start</u> <u>13th yr</u>
Bookkeeper-Adm	\$7.85	\$8.09	\$8.34	\$8.58	\$8.83	\$9.07
Payroll Clerk	6.77	7.05	7.32	7.60	7.88	8.15
JHS Head	6.75	7.36	7.66	7.95	8.23	8.52
MAINT./HEATING	6.43	7.01	7.29	7.58	7.89	8.18
GROUNDSKEEPER/RHS	5.90	6.42	6.72	7.01	7.29	7.58
Elem Head Asst.	5.68	6.19	6.48	6.77	7.08	7.36
Cust/General	5.21	5.66	5.96	6.27	6.55	6.84
Cleaning	4.57	4.96	5.25	5.54	5.83	6.12
Secr I	5.05	5.55	5.85	6.13	6.42	6.71
RHS Book/AcctCl	4.89	5.37	5.66	5.95	6.24	6.53
Secr II	4.83	5.32	5.61	5.90	6.19	6.47
Aides III	5.00	5.47	5.75	6.05	6.33	6.62
Aides II	4.78	5.21	5.50	5.80	6.08	6.37
Aides I	4.52	4.92	5.21	5.50	5.80	6.08
Matrons	4.15	4.51	4.79	5.09	5.38	5.66
Parking	4.41	4.79	5.09	5.38	5.66	5.96
Head Cook	5.32	5.80	6.08	6.37	6.66	6.95
JHS Kit Mgr	5.10	5.56	5.85	6.13	6.42	6.72
Cooks/Bakers	4.89	5.33	5.61	5.90	6.19	6.48
Kit Helper	4.35	4.74	5.03	5.33	5.61	5.90
Serv/Dishwash	4.15	4.51	4.79	5.09	5.38	5.66

RJR

APPENDIX "B"

1986-87 SCHOOL YEAR

Effective 1/1/87

	<u>Start</u>	<u>Start</u> <u>2nd yr</u>	<u>Start</u> <u>4th yr</u>	<u>Start</u> <u>7th yr</u>	<u>Start</u> <u>10th yr</u>	<u>Start</u> <u>13th yr</u>
Bookkeeper-Adm	\$7.93	\$8.18	\$8.43	\$8.67	\$8.92	\$9.17
Payroll Clerk	6.84	7.12	7.40	7.68	7.96	8.24
JHS Head	6.82	7.44	7.74	8.03	8.32	8.61
MAINT./HEATING	6.50	7.08	7.37	7.66	7.97	8.27
GROUNDSKEEPER/RHS	5.96	6.49	6.79	7.08	7.37	7.66
Elem Head Asst.	5.75	6.25	6.55	6.84	7.15	7.44
Cust/General	5.27	5.72	6.02	6.34	6.63	6.91
Cleaning	4.62	5.01	5.31	5.60	5.89	6.10
Secr I	5.10	5.61	5.91	6.20	6.49	6.78
RHS Book/AcctCl	4.94	5.42	5.72	6.01	6.30	6.60
Secr II	4.89	5.37	5.67	5.96	6.25	6.54
Aides III	5.05	5.53	5.81	6.12	6.40	6.69
Aides II	4.83	5.27	5.56	5.86	6.15	6.44
Aides I	4.57	4.97	5.27	5.56	5.86	6.15
Matrons	4.19	4.55	4.84	5.14	5.43	5.72
Parking	4.46	4.84	5.14	5.43	5.72	6.02
Head Cook	5.37	5.86	6.15	6.44	6.73	7.03
JHS Kit Mgr	5.16	5.62	5.91	6.20	6.49	6.79
Cooks/Bakers	4.94	5.38	5.67	5.96	6.25	6.55
Kit Helper	4.40	4.79	5.08	5.38	5.67	5.96
Serv/Dishwash	4.19	4.55	4.84	5.14	5.43	5.72

ARZ