

JUL 14 1987

STATE OF WISCONSIN
BEFORE THE ARBITRATORWISCONSIN EMPLOYMENT
RELATIONS COMMISSIONIn the Matter of the Petition of the
CRIVITZ ASSOCIATION OF SUPPORT

PERSONNEL

CASE 6

To Initiate Final and Binding
Arbitration Between the Petitioner and
theNo. 36222 MED/ARB-3730
DECISION NO.24217-A

CRIVITZ SCHOOL DISTRICT

I APPEARANCES

For the Association of Support Personnel

Helen Brandt, C.A.S.P. President

Helen Frazier, Member

Ann Hitt, Member

Rosemary Holman, Member

Helen Krzewina, Member

Linda Pfeiffer, Member

Cynthia Wallgren, Secretary

Caroline Walters, Member

Jan White, Member

Donna Wilson, Member

Margaret Swanson, C.A.S.P. Treasurer

Joan M. Haag, Association Spokesperson

For the Crivitz School District

Donald Gould, Chmn. Sch. Board

Robert Kabucinski, Member

Gerald Kwiatkowski, Member

Marilyn Zielinski, Chmn. Non Certified Comm.

Gordon Rieden, Supt. of Schools

Linda Tarmann, District Bookkeeper

James Morrison, Attorney, Dist. Spokesperson

II BACKGROUND

On December 20, 1985, the Crivitz Association of Support Personnel, hereinafter called the Association, filed a petition with the Wisconsin Employment Relations Commission to initiate Mediation/Arbitration pursuant to Sec.111.70(4)(cm)6 of the Municipal Employment Relations Act, for the purpose of resolving an impasse arising in collective bargaining between the Association and the Crivitz School District, hereinafter called the District, on matters affecting the wages, hours and conditions of employment of employees represented by the Association. A Findings of Fact has determined that the District is the lawful employer and the Association is the exclusive bargaining representative for all full-time and part-time custodians, food service employees, secretaries, bookkeepers, aides, and transportation personnel, excluding the Administrative Secretary, Director of Buildings and Grounds, and District Bookkeeper.

The parties exchanged initial proposals in April 1985, and met thereafter on six occasions in attempts to reach accord on an initial collective bargaining agreement. After filing the petition, an investigation into the matter was conducted on two occasions, March 5, 1986, and June 16, 1986, by a member of the Commission's staff. The Commission investigator, finding the parties still at impasse, accepted the parties' final offers on January 5, 1987, as well as the stipulations on matters agreed upon during negotiations. The Investigator notified the parties and the Commission. The investigation was closed and the parties remained at impasse. Subsequently, the Commission rendered a FINDINGS OF FACT, CONCLUSIONS OF LAW, CERTIFICATION OF RESULTS OF INVESTIGATION and ORDER requiring Mediation/Arbitration.

The parties selected Donald G. Chatman as Mediator/Arbitrator on February 2, 1987. A mediation meeting was held on April 7, 1987, at 6:00 P.M. in the offices of the Crivitz School District, Crivitz, Wisconsin. The parties were unable to reach agreement on the issues in dispute and the Mediator served notice to the parties of the prior written notice of intent to resolve the dispute by final and binding Arbitration. The mediation

hearing was closed at 8:11 P.M. on April 7, 1987.

III PROCEDURE

An Arbitration hearing was held at 8:15 P.M. April 7, 1987, in the offices of the Crivitz School District, Crivitz, Wisconsin, before the Arbitrator. At this hearing both parties were given full opportunity to present their evidence and proofs, to summon witnesses, and to engage in their examination and cross-examination. After presentation of their evidence and proofs the parties elected to summarize their final arguments in the form of written briefs. The hearing was adjourned at 11:30 P.M. on April 7, 1987, until receipt of the written briefs. The briefs were received on May 30, 1987, and a 10 day period for rebuttal ensued. Rebuttal briefs were received on June 20, 1987. The hearing was closed on June 21, 1987, at 5:00 P.M. Based on the evidence, testimony, arguments and criteria set forth in Section 111.70(4)(cm)6.c. through 7.h. of the Municipal Employment Relations Act, the Arbitrator renders the following award.

IV STIPULATIONS AND ISSUES

This is the initial Agreement between the parties and they have reached agreement and stipulate to the following articles which are attached as Appendix A. ARTICLE I- DEFINITIONS; ARTICLE III- RECOGNITION; ARTICLE IV-SAVINGS CLAUSE; ARTICLE V- COMPLETE AGREEMENT CLAUSE; ARTICLE VI- TERM OF AGREEMENT; ARTICLE VII- GRIEVANCE PROCEDURE; ARTICLE VIII- EMERGENCY CLOSING OF SCHOOLS; ARTICLE IX -EMPLOYEE RIGHTS; ARTICLE X- ASSOCIATION PEROGATIVES; ARTICLE XI- SENIORITY; ARTICLE XII-VACANCIES AND TRANSFERS; ARTICLE XIII- LAYOFFS; ARTICLE XIV- WORK DAYS, WORK WEEK; ARTICLE XV- OVERTIME; ARTICLE XVI- HOLIDAYS; ARTICLE XVII- VACATIONS; ARTICLE XVIII- LEAVES; ARTICLE XIX- GENERAL PROVISION REGARDING LEAVE; ARTICLE XXI- RETIREMENT; ARTICLE XXII- DUES CHECK OFF; ARTICLE XXIII- PAY VOUCHER; ARTICLE XXIV- MILEAGE; ARTICLE XXV- PAYROLL SCHEDULE.

Issues

At impasse between the parties are ARTICLE II- MANAGEMENT RIGHTS CLAUSE, ARTICLE XX- INSURANCE, and the SALARY SCHEDULE. The District proposes the following language in Article II:

ARTICLE II- MANAGEMENT RIGHTS

The BOARD and the DISTRICT reserve onto themselves all rights with respect to the management of the affairs of the DISTRICT not expressly restricted in this agreement nor in conflict with any applicable law or regulation.

The Association proposes the following language in Article II:

ARTICLE II- MANAGEMENT RIGHTS

The Board retains all rights not specifically limited by this Agreement or applicable law.

The District proposes the following language for this impasse issue:

ARTICLE XX- INSURANCE

The DISTRICT shall provide to qualified employees the same insurance programs with the same contributions to cost as are, from time to time, provided to certified teaching personnel in the DISTRICT and the DISTRICT shall contribute the following amounts towards the premiums of those programs:

	ANNUAL CONTRIBUTIONS		
Program	1985/ 86	1986/ 87	1987/ 88
Health Family	1746.84	1289.87	1289.87
Health Single	621.72	672.24	672.24
Dental Family	433.92	385.20	389.20
Dental Single	132.48	113.40	113.40

Employees shall be qualified to participate in the health insurance program upon the following terms and conditions:

1. All full-time, calendar employees shall be

qualified from the date of this agreement.

2. Full-time, school year employees shall be qualified to participate effective January 1, 1987, provided however, that such employees shall be deemed to participate at the above contribution levels for the months of September through May and must, if they wish to be qualified during the summer months, pay the full cost of any premium payments during the summer months.

3. Part-time employees shall be deemed to be qualified effective January 1, 1987, provided however, that the DISTRICT shall contribute a fraction of the above contribution levels for each such employee equal to the number of hours that employee is regularly scheduled to work during the entire year divided by 2000, which fraction shall be multiplied by a number equal to 1/12 of the annual contribution levels set forth above. During those summer months when an employee is on lay-off the DISTRICT will continue to make those payments provided that the employee actually returns to work at the start of the upcoming school year and works at least one full calendar month. In the event that an employee does not return to work or does not work one full calendar month, the DISTRICT shall be entitled to reimbursement from that employee for the premiums paid during the months of June, July and August.

4. Employees must elect to participate or not to participate in such health care programs within 30 days of the ratification of this Agreement and in the case of new employees [of] their date of employment. Failure to make an election to participate shall be deemed to be a waiver of the right to participate. In the event that an employee subsequently wishes to participate in a plan, that employee shall be bound to meet all underwriting requirements for participation as are imposed by the insurance carrier and shall, in addition, pay any applicable surcharges for that participation.

The Association proposes the following Article to resolve the impasse:

ARTICLE XX- INSURANCE

The DISTRICT shall provide to qualified employees the same insurance programs as are, from time to time, provided to the certified teaching personnel in the DISTRICT. The DISTRICT shall contribute the following percent of the total premium on a twelve month basis of these programs:

1. ALL FULL-TIME CALENDAR employees shall be provided with the insurance programs at 100% (status quo) premium.

2. ALL FULL TIME AND PART TIME CALENDAR AND SCHOOL YEAR EMPLOYEES SHALL BE DEEMED QUALIFIED EFFECTIVE January 1, 1987 at the following percentages:

1000 HOURS OR MORE - 75%

LESS THAN 1000 but more than 599 - 50%

4. Agreement with District language in paragraph 4, of Article XX.

SALARY

The District proposes to implement a three (3) step salary schedule (see attached District final offer, Appendix B). The Association proposes to maintain the existing ten or eleven step schedule (see attached Association final offer, Appendix C).

V CONTENTIONS OF THE PARTIES

The Association contends that on the issue of health insurance there are two(2) implications. The first of these is:

"Whether the District or the Association final offer for the full-time calendar year employees is consistent with the past history of the District and within the comparables".

The Association contends it has been the past practice of the District to provide 100% paid health and dental insurance to full-time calendar year employees. They maintain that some of these employees have had this benefit since 1976-77. The Association argues it has been a District past practice to pay this insurance premium totally despite increase premium costs during this period. The Association maintains its final offer proposal maintains the status quo and provides for the inclusion of all full-time and

part-time school year employees on a percentage basis. The Association maintains the percentage payments are in line with M&O Athletic Conference comparables.

The second implication is:

"Whether full-time school year and part-time school and calendar year employees deserve these benefits based on need and the comparables, and at what cost to the employee/employer".

The Association contends the the health insurance provision be put in place during the second year of the proposed three year agreement with the insurance premiums being paid on a twelve month basis. They maintain this proposal is a reasonable offer in line with the Association's final offer on salary of ten cent/hr. (.10/hr). In support of its position the Association offers as evidence, documentation that secretaries and custodians have previously had health insurance coverage. The Association argues that comparable school payment of health insurance more than adequately supports their position as the most reasonable. However, this same documentation also shows that aides, cooks and bus drivers have not heretofore had health insurance coverage.

The Association argues that the District's proposal on health insurance coverage of a dollar cap would not maintain the status quo for full-time calendar year employees. Further, the District's proposal is not timely in that it would be implemented only six months before the termination of the three year agreement. The Association argues that the District's health insurance proposal is unfair to part-time and full-time school year employees because they would have to pay health insurance premiums for June, July, and August while part-time employees would have their health insurance premiums paid if they returned to employment in the district at the start of the succeeding school year. The Association maintains this difference is unfair to the nine month school year employees, cannot be substantiated by any of the comparable school districts, and should be rejected.

The District contends its fringe benefit proposal is more reasonable than the Association's because it provides substantially increased fringe benefits to bargaining unit members, is more reasonably applied to these members, and is applied consistently with existing district programs. The District contends all employees should receive the same insurance benefits that the teachers and administrators currently receive. The District maintains it has negotiated health insurance contribution caps for the teachers and exacted the same limitations for covered support staff. The District contends it has proposed to add health insurance coverage for all employees not previously covered. This coverage would be phased in on January 1, 1987, for full-time school year employees who will then receive the same coverage as full-time calendar year employees for nine months of the year. These school year employees would be required to pay their own premiums during the summer months. Part-time employees will have a substantial portion of their health insurance premiums paid under the District's proposal. The District proposes to pay a health insurance contribution for part-time employees equal to the maximum contribution level paid by the District, multiplied by the number of hours of scheduled work covered, and divided by the standard work year of 2,080 hours. The District maintains its proposal for health insurance benefits is more reasonable than the Association's and makes a substantial improvement in the status of the covered employees. The District argues that while health and dental benefits are not a minor part of these bargaining unit employees' compensation, its proposal is a reasonable approach to health insurance needs. The District asserts that Association's proposal on health insurance is totally unjustified and not in accord with the established practice in the District. The District argues the Association's proposal is defective in that it calls for 100% premium payment by the employer and makes the employer responsible for any subsequent increase during the life of the Agreement. The District currently makes a maximum contribution in its agreement with teachers and administrators. Secondly, the Association's proposal would compensate part-time employees who work less than one-half the hours of a standard work year with possibly 75% of the full health and dental insurance premium

coverage. The District argues that employer contributions for health insurance in the private sector have been substantially reduced in the past five years, and that some municipal employee agreements have followed this reduction trend. The District contends that in addition to the health insurance premiums, attention and consideration should be given to the agreed stipulation that the District pay the full employees share of the State Retirement System, plus more than seven percent employer's share of Social Security payments. The Employer asserts that this raises District contributions to over 20% of employee compensation. In addition, employees receive sick leave, personal leave, and vacation pay which leaves these employees in a comparable position with other employee bargaining groups in the M&O Athletic Conference.

The District argues that the Association's proposal on fringe benefits is unrealistic in that their proposal calls for making the District responsible for any premium increase during the life of the agreement. Secondly, the District would provide 75% of the premium payment for employees who might work as little as 49.9% of the standard work year. The Association's fringe benefit proposal presents the distinct possibility that a part-time employee could receive health and dental benefits equal to 25.2% of their salary. Thus the District argues the Association's proposal on fringe benefits is totally unjustified.

Salary

The Association contends its final offer on salary of \$.10/hr. maintains the prior or status quo relationship of the bargaining unit within the M&O Athletic Conference. The Association maintains their salary proposal contains the historic(11 years) year of service step schedule. The Association asserts that this salary schedule has provided a monetary reward for employee longevity and no employee is penalized monetarily. The Association contends its final offer on wages represents a reasonable and moderate increase request of 4.78% in 1985-86, 3.01% in 1986-87, and 2.84% in 1987-88. The Association maintains these wage requests are below comparable increases for other employees in the M&O conference for the years 1985-86 and 1986-87. The Association maintains it is unable to critique the District's final offer on salary because of unclear and contradictory data. In addition, the District seeks to change the currently established steps in the salary schedule to a kind of schedule unique in the M&O conference. The Association argues that the District has a past practice of group negotiations as attested by its documentation for aides, bus-drivers, cooks, custodians, and secretaries. The Association's final offer continues that long term status quo while the District's final offer destroys that status. The Association contends their final offer on salary should prevail.

The District contends that members of this bargaining unit have disparate pay when compared to other schools in the M&O Athletic Conference. In some positions the pay is below the athletic conference average, while in others (secretaries) the pay is above the conference average by as much as \$.96/hr. The District argues that while individual negotiation may have accounted for the apparent pay disparities, the advent of a joint collective bargaining agreement precludes such continued individualized treatment. The District maintains the collective bargaining agreement also causes the leveling of differences between similarly occupied employees.

The District maintains its final offer on wages is more reasonable. It asserts its final offer assures bargaining unit employees who have been paid substantially below comparable job pay levels will receive an immediate and substantial pay raise. The District contends that it would be reasonable and fair to reduce the salaries of the presumably overpaid support staff or freeze their salaries. The District does not propose either stricture in its final offer. The District proposes to provide what it deems a cost of living wage increase for existing employees throughout the life of the agreement. The District contends that under its final offer proposal no presently employed bargaining unit member would suffer adverse economic consequences

as a result of this final offer. The District contends that existing bargaining unit employees are paid substantially more than employees with similar jobs in the private sector. The District asserts that the District's previous compensation methodology was a "hodge podge of disparate pay rates". The present District final offer is an attempt to establish a consistent compensation base and make that base comparable with existing job titles in other M&O school districts. The District maintains its final offer on salary shelters the employees from pay cuts, while paying these employees at or above comparable wages in the athletic conference, other municipal employees, and for similar occupations throughout the State. The District has proposed in its final offer a system of target wages for new employees of the District. The District contends that this effort is reasonable because it is based on conference average salaries in the first year of the agreement(1985-86), and increases 5.0% in the subsequent years of the agreement. The District contends that this offer provides an increase in each year greater than the rate of inflation and approximately equal to the raises given or anticipated in the M&O Athletic Conference during this period. The District argues that wage increases for the private sector have not increased 5.0% compounded annually for the past three years. The District maintains its final offer on wages should be sustained because it improves the salary and benefits of everyone in the bargaining unit without penalizing existing employees.

VI DISCUSSION AND CONCLUSIONS

This arbitration proceeding was apparently brought about in part because it is the initial collective bargaining agreement between the parties. Both parties have raised, to some degree, the issue of what part of their past practices should continue to prevail in their initial Agreement. Since neither party is in agreement with the other's desires about past practice inclusion of the issues in dispute, some examination, discussion, and determination of this factor appear necessary before the specific merits of the parties respective final offers can be decided.

It is evident that the parties are seeking some change in their relationship. They would not have gone to the expenditure of time, effort, and money to formulate a collective bargaining agreement had they been satisfied with their previous arrangement. As an indication of such effort the parties have reached agreement on approximately two dozen contractual provisions for an initial agreement while continuing at impasse over these two issues. In this arbitrator's opinion at least one of the parties in each of the impasse issues of health insurance and wage schedule wishes to change the previous relationship between the parties.

When consideration is made under Sec.111.70(7)(a-h), 7a,b ,c,g,and h, do not seem applicable to the parties past practices. In the instance of the health insurance coverage the Association is requesting 100% coverage for full-time employees whether calendar year or school year employees. They cite as support of this position the past practice of the District to pay full health insurance coverage. However, the Association presents no data to substantiate those employees (Aides, Cooks, and Bus Drivers) who previously had no insurance as part of this past practice.

The District wishes to impose a cap or maximum dollar amount on health insurance premiums paid by the District. They cite as support for this position the cap which they have negotiated with the teachers and administrators bargaining units as a past practice. However, the bargaining unit at impasse had no part in these negotiations and the District has failed to show that the same or similar terms and conditions of employment exist for this unit as for those units which settled with the health insurance cap as part of their agreement.

In this arbitrator's opinion the relationship which existed prior to a collective bargaining agreement between the parties cannot be the determining factor for inclusion in an initial agreement when one of the parties desires a change. In the case of an initial agreement, the terms or conditions of employment, whether written or known to have existed previously, should not carry through into the newly developed contract, because these terms and conditions may be the very reason the parties sought to formalize their working relationship. The determination of

accepting either party's final offer shall be its merit when compared to the requirements of Section 111.70(7) (d-f).

The parties proposals on MANAGEMENT RIGHTS are both well within the normal language for such clauses and either would be acceptable contract clauses. In any event this impasse issue is not deemed to be determinative for the final offers.

The Association's proposal on health insurance, that 100% health insurance premium should be paid by the District has merit in that most of the school districts in the M&O Athletic Conference with the exception of Coleman and Crivitz, pay 100% for Aides, Cooks/Food Preparation Workers, Secretaries, Custodians, and Maintenance personnel. None, with the exception of the District's final offer in Crivitz, pays any bus driver health benefits (Association Exhibit, 53). Three of the seven conference schools supply, at least in part, their own bus service (Association Exhibit, 47), yet only Crivitz attempts to provide health benefits for this group. The Association's proposal is weakened by this data in that it demonstrates that reasonably equal comparables are not being made.

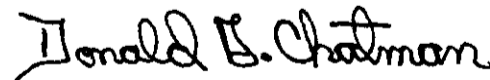
The District's proposal on health insurance would provide insurance for all employees. However, the District proposal has a maximum dollar amount. The District's proposal is flawed in that the District has deemed this proposal negotiated with the teachers also to be in the best interest of the members of this bargaining group. Occupational health studies have shown that different occupations have different needs. The District health proposal may be better, worse, or not sufficiently different from what the parties needs might be. But it is not this group's negotiated benefit. If there was to be a master contract for all employees then a universal benefit might be in order. Overall, the District proposal on health insurance is to be preferred. This proposal provides all employees in the unit with health insurance and the opportunity to negotiate for changes deemed in their best interest.

With regard to the final offers of the parties on the salary issue, the District's proposal provides a greater payment over the life of the agreement. However, it destroys the structured salary schedule. When the dollar amounts of the various positions in the bargaining unit are compared with the M&O conference the employee group maintains position. The Association's salary proposal seeks to maintain the salary schedule in existence prior to a negotiated agreement. In order to maintain this status they have requested less money than the district is willing to pay. While this may be a short term gain for bargaining unit members, this arbitrator deems the District's offer most acceptable for an initial collective bargaining agreement.

VII AWARD

The 1985-1988 Collective Bargaining agreement between the Crivitz Association of Support Personnel and the Crivitz School District shall contain the agreed upon stipulations, and the final offer of the Crivitz School District.

Dated this ~~14th~~ day of July, 1987, at Menomonie, Wisconsin.


Donald G. Chatman
Mediator/ Arbitrator

STIPULATION

RECEIVED

NOV 20 1986

AGREED LANGUAGE CONTRACT

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

FOR

RECEIVED

CRIVITZ SCHOOL DISTRICT

JUL 14 1987

and

CRIVITZ ASSOCIATION OF SUPPORT PERSONNEL

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

THIS AGREEMENT is made and entered into this 13th day of October, 1986 by and between the School District of Crivitz (hereafter the "DISTRICT") and the Crivitz Association of Support Personnel (hereafter the "ASSOCIATION").

ARTICLE I - DEFINITIONS

The following terms shall have the following meanings as used in this agreement:

1. The School BOARD shall be referred to as the "BOARD".
2. The term "school year" shall mean the period of time when school is in regular session excluding the summer months.
3. "Twelve month employees" shall be those who are employed for the full calendar year.
4. "School year employees" shall be those who are employed for the school year only and for such incidental time before and after the school year as the BOARD shall from time to time direct.
5. "Part-time employees" shall mean those who work less than thirty-five (35) hours per week on a regularly assigned basis notwithstanding that there may be some week(s) in which the actual hours exceed 35 hours.

6. "Full-time employees" shall be those who work more than thirty-five hours per week on a regularly scheduled basis.

7. The term "employee", when used hereinafter in this Agreement, shall refer to all employees in the bargaining unit as stipulated in the Recognition Clause.

ARTICLE II - MANAGEMENT RIGHTS

The BOARD and the DISTRICT reserve onto themselves all rights with respect to the management of the affairs of the DISTRICT not expressly restricted in this Agreement nor in conflict with any applicable law or regulation.

ARTICLE III - RECOGNITION

The DISTRICT recognizes the ASSOCIATION to be the sole and exclusive bargaining agent for all regular and part-time custodians, food service employees, secretaries, bookkeepers, aides and transportation personnel employed by the DISTRICT. The Administrative Secretary, the Director of Buildings and Grounds and the District Bookkeeper shall be excluded from the ASSOCIATION and not covered pursuant to this agreement. All members of the bargaining unit are entitled to all the benefits of this Agreement unless otherwise stipulated.

ARTICLE IV - SAVINGS CLAUSE

If any articles of this Agreement should be held invalid by any tribunal of competent jurisdiction, or if compliance with or form of any article should be restricted by such tribunal pending in final determination as to its

validity, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect for the remainder of its term.

In the event that any Article is held invalid or enforcement, or compliance with, has been restrained as set forth above, the parties hereto shall enter into collective bargaining negotiations, upon receipt of written notice requesting negotiations by either the BOARD or the ASSOCIATION, for the purpose of arriving at a mutually satisfactory replacement for such article.

ARTICLE V - COMPLETE AGREEMENT CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Nothing in this provision, however, shall prevent modification of this Agreement at any time by mutual consent of the parties. All terms and conditions of employment not included in this document shall continue to be subject to the discretion and control of the BOARD.

ARTICLE VI - TERM OF AGREEMENT

A. This Agreement shall commence on July 1, 1985 and shall remain in force and effect through June 30, 1988.

B. On or before December 15 of the contract year in which the Agreement expires, the ASSOCIATION shall communicate to the other party its intent to negotiate changes in this Agreement. Contract proposal exchanges will occur by January 15 in the year that the current Agreement expires.

C. If the parties fail to reach agreement on a successor agreement after 6 bargaining sessions (excluding the exchange session) the parties shall proceed to mediation, arbitration.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Definition of Complaint: A grievance shall be defined as any controversy arising over the meaning, interpretation, or alleged violation of any of the terms of this Agreement.

B. Who May File: A grievant may be an employee, a group of employees or the ASSOCIATION.

C. Definition of Days: The term days when used with this article shall mean days when classes actually meet or Monday through Friday during the summer. Holidays shall not count as a part of time limitations.

D. Procedure:

Step 1 - An employee who has a complaint shall within ten (10) days of the occurrence of the incident, first present the complaint orally to his/her immediate supervisor. The supervisor shall give an answer within five (5) days of such oral presentation.

Step 2 - If not settled in Step 1, the complaint may move to Step 2. At Step 2, the complaint shall, within ten (10) days of the supervisor's answer to the grievant at Step 1, be reduced to writing by the grievant and presented to the superintendent. The written complaint shall include specifics of the grievance and be signed by the grievant(s) or the President of the ASSOCIATION. The Superintendent or his designee shall give a written answer no later than ten (10) days after receipt of the notice of the appeal.

Step 3 - If not settled in Step 2, the written complaint shall within ten (10) days of receipt by the grievant of the written response of the Superintendent, be appealed in writing to the BOARD. The complaint at this step shall include a copy of the written complaint and a response from Step 2. The grievant shall be entitled to a hearing before the BOARD which shall be scheduled at its next regularly scheduled BOARD meeting or within twenty (20) days of the date that the appeal from Step 2 is received from the Superintendent whichever is later. The BOARD shall provide its written response to the grievance within ten (10) days of that hearing.

Step 4 - If not settled in Step 3, and within fifteen (15) days following receipt of the written response at Step 3, the grievance may be submitted to binding arbitration. The Grievant shall request the Wisconsin Employment Relations Commission to appoint a staff member to meet at his/her earliest convenience with representatives of the

parties and render a prompt decision after the closing of the hearing. Such decision shall be binding on both parties. The expenses of the arbitrator will be shared equally by both parties.

E. Failure to meet time limits: If the BOARD or its representatives fail to respond to the complaint within the time limits set by these steps, the complaint shall be deemed denied and shall move to the next step of the Grievance Procedure. If the complaint is not processed by the grievant within the time limits applicable to that level of the grievance procedure, the complaint shall be waived.

ARTICLE VIII - EMERGENCY CLOSING OF SCHOOLS

If the schools are closed because of an act of God, snow, storm, power failure or any other reason, staff members need not be in the buildings. Announcements informing employees of school closings shall be made on local radio stations. On the day of inclement weather, employees shall be responsible to listen for this information. Employees are subject to call-in for plant safety.

On day(s) when schools are closed early, employees shall be released from duties as soon as possible to guarantee their safety in returning home. On such days employees shall be paid for the hours they work, but will be guaranteed a minimum of three (3) hours pay.

ARTICLE IX - EMPLOYEE RIGHTS

A. Probationary Periods All new employees hired by the DISTRICT shall serve a probationary period of sixty (60)

working days, during which time the probationary employee shall be paid seventy-five percent (75%) of the applicable target wage for the position occupied. Current DISTRICT employees assigned to a new position shall serve a probationary period of thirty (30) working days in that position only. During the initial probationary period the BOARD or its designee reserves onto itself the authority to impose such disciplinary measures as it deems necessary, including verbal warning, written warning, suspension without pay, discharge or any combination thereof. In the case of a DISTRICT employee assigned to a new position who does not satisfactorily complete the probationary period, that employee shall be entitled to return to his/her former position at his/her former rate of pay.

The BOARD reserves the right to return an employee to a former position at any time during the thirty-day (30) probationary period.

B. Just Cause No employee shall be disciplined, reprimanded, suspended, reduced in rank or compensation or deprived of any of the advantages set-forth in this agreement without just cause. Any such action asserted by the DISTRICT or its representative shall be subject to the grievance procedure of this agreement. Copies of reasons for disciplinary action shall be made available to the employee in writing.

C. Disciplinary Meetings Any employee who is to receive a formal request to appear before any

Superintendent, the BOARD, or any committee thereof concerning any matter which could reasonably be expected to adversely affect the continuation of that employee in his or her employment, salary or any increments pertaining thereto, the employee shall be given not less than three (3) days prior written notice of such meeting which notice shall include the reasons for the meeting and a statement the employee is entitled to have a representative of the ASSOCIATION and/or legal counsel present to advise and represent that employee during the interview. Nothing contained herein shall limit the Board's acknowledged right to immediately suspend or discharge any employee for reasonable cause or where necessary to preserve the safety or orderly administration of the DISTRICT.

D. Suspension of Employees In the event that an employee is suspended for any reason, any pay withheld from that employee shall be paid to the employee following the dismissal of the action or a favorable decision to the employee and shall be retroactive to the day of suspension. Such payment shall be made to the employee on the next regularly scheduled pay-day. Nothing in this agreement shall preclude immediate suspension of an employee without pay by the immediate supervisor for intoxication, being under the influence of a controlled substance, moral turpitude, mental incompetence or behavior placing the safety, welfare, or morals of the students or staff in jeopardy.

ARTICLE X

A. The BOARD recognizes under Section 111.70 of the Wisconsin Statutes the right of every employee to organize, join or support the ASSOCIATION for the purpose of engaging in collective bargaining or other mutual aid or protection.

B. The BOARD agrees that it will not discriminate in respect to wages, hours, or conditions of employment against any employee because of his/her membership in the ASSOCIATION, participation in negotiations with the BOARD, or by his/her presentation of any complaint or grievance under the terms of this Agreement.

C. At the time of distribution of the Master Contract, the BOARD agrees to provide the President of the ASSOCIATION with a copy of the Master Contract for each employee.

D. With the permission of the DISTRICT Administrator, or his designee, the ASSOCIATION and its representatives shall be permitted to use DISTRICT buildings for meetings between the hours of 4:00p.m. and 10:30 p.m. The ASSOCIATION shall reimburse the DISTRICT for the total cost of all materials used.

E. Employees designated by the ASSOCIATION as grievance representatives shall be released from duty without loss of pay if requested to be present at any meeting between a grievant and a representative of the BOARD relative to the grievance if said meeting is called during working hours. There shall be a person designated as a building representative for each building in the DISTRICT

and that building representative may attend grievance meetings.

F. The ASSOCIATION shall be allowed to show items on the bulletin boards in the staff lounge. All distributed and posted materials shall always be professional in approach and shall never contain personal attacks on another employee, the DISTRICT Administrator and his staff, or members of the BOARD. The ASSOCIATION shall also be allowed to use employee mail boxes for the distribution of its communications. The DISTRICT will be allowed a copy of all posted and distributed materials.

G. The BOARD shall comply with the Wisconsin Public Records Act and BOARD policy regarding availability of information for negotiations.

H. The BOARD agrees to provide confidential information relative to a grievance when an affected employee requests such information. Such requests shall be in writing.

ARTICLE XI - SENIORITY

A. DEFINITION For the purposes of this Agreement "Seniority" shall mean the numbers of years of uninterrupted service with the DISTRICT pursuant to the following conditions:

1. Seniority shall begin on the date the staff member first commences work for the DISTRICT.

2. Staff members on BOARD approved paid leave shall continue to accrue seniority and their service shall

not be considered as having been interrupted during such paid leave.

3. While staff members are on BOARD approved unpaid leave or lay-off status they shall neither accrue nor lose seniority but their service will be considered as being interrupted for that period.

4. Staff members having the same effective date of hire shall be considered as having equal seniority. An employee employed for any part of a day shall receive seniority credit for that entire day.

B. SENIORITY LISTS A Seniority list shall be presented to the ASSOCIATION by the Superintendent no later than December 1st of each year and shall be considered final unless the ASSOCIATION objects to that Seniority list by December 15th of that year. If discrepancies are alleged, a review by both parties shall follow.

C. CONTINUANCE SERVICE An employee's continuance service shall be broken by voluntary resignation, a lay-off which continues beyond twelve (12) months, retirement or discharge. Should an employee return to work in any capacity during that one year period, the break in service shall be removed from the seniority record.

ARTICLE XII - VACANCIES AND TRANSFERS

A. POSTING - Whenever a vacancy occurs or a new position is created, the DISTRICT shall post, in a designated area in the DISTRICT, accessible to all members a notice of the same including qualifications for that position.

Whenever possible a period of at least fifteen (15) calendar days will be allowed for a posting but shorter periods may be stated when the need to fill the position is more critical. During the summer months the DISTRICT shall provide notice of any open positions to the President of the ASSOCIATION or some other authorized representative designated by the ASSOCIATION and the provision of such notice shall be deemed to satisfy this requirement.

B. SENIORITY - The DISTRICT shall give due regard to Seniority in considering applicants for positions but the DISTRICT retains the right to select whatever applicant the DISTRICT determines is best qualified to fill any given position.

C. INVOLUNTARY TRANSFERS - Involuntary reassignments or transfers shall only be made for cause and the party(s) effected shall be entitled to a conference in advance of such transfer.

D. TEMPORARY REASSIGNMENTS - The DISTRICT may temporarily reassign any employee to a position for which the employee is qualified.

E. Any alleged abuse or disagreement of this Article may be grieved through step 4 of the grievance procedure.

ARTICLE XIII - LAY-OFFS

A. Should the DISTRICT determine that lay-offs are necessary to reduce the number of employees, such lay-offs shall be accomplished by inverse order of seniority in each work classification provided that the more senior person has

adequate qualifications training and experience to fill the available position(s).

B. Should a position open for which a laid-off employee is qualified that employee shall be called in reverse order of seniority. An employee no longer has recall rights if he/she has not been recalled to work within one (1) year of being laid off.

C. The Association recognizes the BOARD'S right to determine the hours of work and work assignment of each employee; provided however that the BOARD shall not reduce any employees hours without application of the lay-off clause provisions.

ARTICLE XIV - WORK DAY - WORK WEEK

A. The parties recognize the DISTRICT'S right to determine the hours of work and work assignment of each employee; provided however that the DISTRICT shall not reduce any employees hours of work without application in the lay-off clause provisions.

B. Except as provided in paragraph c, employees shall be provided a non-compensated thirty (30) minute uninterrupted duty free lunch period.

C. It is expressly recognized that certain aides may, because of the nature of their assignment, be required to work during the lunch hour. In that event, any such person shall be paid additional compensation, at the regular hourly rate, for the time worked and the parties expressly agree that the failure to provide a duty-free lunch period to such

employee is waived. As of the date of this AGREEMENT, the TMR Aide is the only employee effected by this provision.

D. Employees working six (6) hours or more shall be entitled to take 2-15 minute compensated breaks per day and employees working three (3) hours or more shall be entitled to one (1) such break. Any employee failing to utilize a break shall not be entitled to compensatory time or monetary payment.

ARTICLE XV - OVERTIME

A. Overtime shall be paid as provided by applicable law for all hours worked over forty (40) hours per week.

B. Employees requested to work on a holiday will receive the straight-time rate of pay for the actual time worked on the holiday but will also receive their appropriate holiday pay in addition.

C. Overtime may not be worked without the prior authorization of the DISTRICT Administrator or his designee.

D. Employees called into work outside their normally scheduled work hours shall receive a minimum of two hours overtime per call-in. This minimum does not apply to individuals requested to begin their shift early but does apply to individuals who are called in to work a designated period of time of overtime separate and apart from the regular work shift.

ARTICLE XVI - HOLIDAYS

A. The following days shall be recognized as paid holidays for those employees who are actually working at that time:

Labor Day

Thanksgiving Day

Christmas Eve Day

Christmas Day

New Years Day

Memorial Day

Day after Thanksgiving

Good Friday

Independence Day

B. If any holiday falls on a Saturday or Sunday the Support Staff shall observe the same holiday as is scheduled for the teaching staff, but in any event the Support Staff will obtain a three (3) day weekend as a result of a holiday.

C. If the holiday falls on an employee's regularly scheduled vacation or sick leave, the employee shall be paid the holiday and it shall not be counted as vacation or sick leave time.

ARTICLE XVII - VACATIONS

A. Twelve (12) month employees shall be granted one week of vacation after the completion of one full year of employment; two weeks of vacation after the completion of three full years of employment; three weeks vacation after the completion of eight full years of employment; four weeks

of vacation after the completion of 14 full years of employment. [Vacation pay will be equal to the normally scheduled work week for the employee in question.]

B. All vacations shall be requested no less than one month in advance from the Superintendent or his designee. When conflicts in vacation scheduling arise, the employee who first requested the vacation time shall be favored. The Superintendent or his designee may schedule vacation time to insure that essential services to the DISTRICT are not interrupted.

ARTICLE XVIII - LEAVES

A. Sick Leave

1. Twelve month employees shall be credited with paid days of sick leave as follows:

Years of Service	Days of Leave
0-9	12 days cumulative to 100
10-19	13 days cumulative to 110
20 or more	14 days cumulative to 120

2. School-year employees shall be credited with paid days of sick leave as listed below:

Years of Service	Days of Leave
0-9	9 days cumulative to 90
10-19	10 days cumulative to 100
20 or more	11 days cumulative to 110

3. In the event that there are three (3) days of illness occurring consecutively, the DISTRICT may require a signed statement from the employee's physician verifying the cause of illness. Sick leave shall be based upon the

employee's regularly scheduled work hours.

B. Any employee who leaves the DISTRICT shall be paid \$15.00 for each day of accumulated and unused sick leave. Such severance pay shall be paid to the employee in a separate check from his/her regular pay check no later than thirty (30) days following the date of retirement or last employment with the DISTRICT.

C. In cases of accident covered by Workers Compensation Insurance, the DISTRICT shall pay only the difference between the insurance benefits received and the regularly earned pay for as long as such sick leave is due.

D. Employees shall be entitled up to three (3) days of emergency leave in the event of the death of a member of the employee's immediate family. Immediate family shall include the employee's spouse, children, parents, mother-in-law or father-in-law. Additional days of leave, without pay, may be granted at the discretion of the Superintendent.

E. Employees shall be granted paid personal leave days, non-accumulative, for the transaction of personal or business needs which cannot be accomplished during working hours, and in no event, for recreational purposes or to extend vacations, holidays, or other leaves, upon the following basis:

- (1.) Twelve month employees, two days per year;
- (2.) School term employee, one day per year.

Part time employees shall receive pro-rata personal leave time as set-forth above.

ARTICLE XIX - GENERAL PROVISION REGARDING LEAVES

1. Employees may use sick leave, up to an employees accumulated time, while that employee is unable to perform his/her duties as certified by that employees physician.

* Board believes its language is more grammatically correct.

2. An employee may take an unpaid leave of absence in lieu of using accumulated sick days.

* Board believes its language is more grammatically correct.

3. The BOARD may, at its discretion grant a leave of absence up to one year, without pay, to an employee for serious medical reasons including medical conditions affecting the employees spouse, minor children or parents.

4. While on an unpaid leave, an employee may, to the extent permitted by the health carrier, remain an active participant in the DISTRICT'S fringe benefit program by contributing, in advance each month, the full cost of any such program.

5. Part-time employees shall be entitled to leaves pro-rata based upon hours actually scheduled to be worked.

ARTICLE XX - INSURANCE

NOT AGREED

ARTICLE XXI - RETIREMENT

The DISTRICT shall make a contribution of 6% of each employee's salary, representing the employee's share, to the State Retirement System and shall, in addition, pay the applicable employees share to that fund.

ARTICLE XXII - DUES CHECK OFF

The Union, as the exclusive representative of all employees of the bargaining unit, will represent all such employees, members and non-members, fairly and equally and all employees in the unit will be required to pay their fair share of the cost of representation. No employee shall be compelled to join the Union; but membership in the Union shall be made available to all employees who apply, consistent with the Union's constitution and bylaws.

The employer shall deduct from the wages of each employee, on authorization by them, the dues of the Union. The sum so deducted shall be paid in a lump sum to the Treasurer of the Union and the latter shall make distribution to the proper organization. The School DISTRICT will not be liable for dues uncollectible through normal deduction procedures.

The Union shall inform the Board of Education of the amount of dues established by the Union and the fair share cost at least thirty (30) days before the time when deductions are to be made from the wages of employees. As to newly hired employees, such deduction of dues shall be made from the first paycheck following the first thirty (30) days of employment.

Nothing in the foregoing shall prevent Union members or those subject to the fair share payments from transmitting dues/payments to the Union Treasurer in a lump-sum payment. In the event that a lump-sum payment is made, the Union will promptly inform the DISTRICT.

The Union and Wisconsin Education Association Council does hereby indemnify and save the Board of Education harmless against any and all claims, demands, suits or other forms of liability including court costs that arise out of or by reasons of actions taken or not taken by the BOARD, which BOARD action or nonaction is in compliance with the Agreement, and in reliance on any lists or certificates which have been furnished to the BOARD pursuant with the Article. Any defense to such claims, demands or suits or other forms of liability shall be tendered to the Attorneys of Wisconsin Education Association Council.

ARTICLE XXIII - PAY VOUCHER

Employees shall be paid twice per month on or before the 15th day of the month and the 31st day of the month. Any pay-day falling on a weekend or holiday shall be paid on the last work-day before the weekend or holiday. The DISTRICT reserves the right to implement a direct deposit payroll plan with one or more financial institutions.

ARTICLE XXIV - MILEAGE

If an employee is directed by the Superintendent to utilize that employee's private vehicle for school purposes, such employee shall be reimbursed for the use of that vehicle at the rate of 21¢ per mile.

ARTICLE XXV - PAYROLL SCHEDULE

TARGET WAGES

NOT AGREED

RETROACTIVITY

A. Wage increases shall be retroactive to July 1, 1985, without interest.

B. All other provisions shall be effective as of the execution of the agreement, or the date of an applicable arbitration award whichever is applicable without retroactive reimbursement.

ATTEST:

Crivitz School District

Crivitz Association of Support
Personnel

ms
W138/cc
Nov. 19, 1986

DISTRICT

RECEIVED

NOV 20 1986

FINAL OFFER
CRIVITZ SCHOOL DISTRICT

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION
RECEIVED

and

JUL 14 1987

CRIVITZ ASSOCIATION OF SUPPORT PERSONNEL

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

THIS AGREEMENT is made and entered into this 14th day of

, 1986 by and between the School District of
Crivitz (hereafter the "DISTRICT") and the Crivitz Asso-
ciation of Support Personnel (hereafter the "ASSOCIATION").

ARTICLE I - DEFINITIONS

AGREED

ARTICLE II - MANAGEMENT RIGHTS

AGREED

ARTICLE III - RECOGNITION

AGREED

ARTICLE IV - SAVINGS CLAUSE

AGREED

ARTICLE V - COMPLETE AGREEMENT CLAUSE

AGREED

ARTICLE VI - TERM OF AGREEMENT

AGREED

ARTICLE VII - GRIEVANCE PROCEDURE

AGREED

ARTICLE VIII - EMERGENCY CLOSING OF SCHOOLS

AGREED

ARTICLE IX - EMPLOYEE RIGHTS

AGREED

ARTICLE X

AGREED

ARTICLE XI - SENIORITY

AGREED

ARTICLE XII - VACANCIES AND TRANSFERS

AGREED

ARTICLE XIII - LAY-OFFS

AGREED

ARTICLE XIV - WORK DAY - WORK WEEK

AGREED

ARTICLE XV - OVERTIME

AGREED

ARTICLE XVI - HOLIDAYS

AGREED

ARTICLE XVII - VACATIONS

AGREED

ARTICLE XVIII - LEAVES

AGREED

ARTICLE XIX - GENERAL PROVISION REGARDING LEAVES

AGREED

ARTICLE XX - INSURANCE

The DISTRICT shall provide to qualified employees the same insurance programs with the same contributions to cost, as are, from time to time, provided to the certified teaching personnel in the DISTRICT and the DISTRICT shall contribute the following amounts towards the premiums of those programs:

ANNUAL CONTRIBUTIONS

<u>Program</u>	<u>1985/85</u>	<u>1986-87</u>	<u>1987-88</u>
Health Family	1746.84	1289.87	1289.87
Health Single	621.72	672.24	672.24
Dental Family	433.92	385.20	385.20
Dental Single	132.48	113.40	113.40

Employees shall be qualified to participate in the health insurance program upon the following terms and conditions:

1. All full-time, calendar employees shall be qualified from the date of this Agreement.
2. Full-time, school year employees shall be qualified to participate effective January 1, 1987, provided however, that such employees shall be deemed to participate at the above contribution levels for the months of September through May and must, if they wish to be qualified during the summer months, pay the full cost of any premium payments during the summer months.
3. Part-time employees shall be deemed to be qualified effective January 1, 1987, provided however, that the DISTRICT shall contribute a fraction of the above contribution levels for each such employee equal to the number of hours that that employee is regularly scheduled to work during the entire year divided by 2080.
4. Employees must elect to participate or not to participate in such health care programs within 30 days of the ratification of this Agreement and in the case of new employees of their date of employment. Failure to make an

election to participate shall be deemed to be a waiver of the right to participate. In the event that an employee subsequently wishes to participate in a plan, that employee shall be bound to meet all underwriting requirements for participation as are imposed by the insurance carrier and shall, in addition, pay any applicable surcharges for that participation.

ARTICLE XXI - RETIREMENT

AGREED

ARTICLE XXII - DUES CHECK OFF

AGREED

ARTICLE XXIII - PAY VOUCHER

AGREED

ARTICLE XXIV - MILEAGE

AGREED

ARTICLE XXV - PAYROLL SCHEDULE

SALARY SCHEDULE

A. Set forth below are a series of wages for each category of employees presently employed by the DISTRICT. These wages are expressed in terms of dollars per hour and shall constitute the appropriate pay for employees of the DISTRICT holding those positions except presently employed individuals who shall be paid as set forth below.

B. Because of historical factors in the DISTRICT, present employees are not paid consistent with these wages. In order to effect a transition, the DISTRICT'S presently existing staff shall be paid, for each year of the

agreement, the higher of the above wage schedule applicable to that position for the time in question or the particular wages set forth on Exhibit "A". All current employees shall be paid at the wage schedule in the 1987-1988 school year, except Helen Krzewina who will be paid \$7.40 per hour for the position of head cook that year.

SECRETARIES

<u>Category</u>	<u>Wages</u>
1985-86	\$6.60
1986-87	7.20
1987-88	7.80

CUSTODIANS & BUS DRIVERS

<u>Category</u>	<u>Wages</u>
1985-86	\$6.44
1986-87	6.94
1987-88	7.44

ASSISTANT BOOKEEPERS

<u>Category</u>	<u>Wages</u>
1985-86	\$7.18
1986-87	7.54
1987-88	7.95

MAINTENANCE

<u>Category</u>	<u>Wages</u>
1985-86	\$7.87
1986-87	8.26
1987-88	8.67

FOOD SERVICE EMPLOYEES & AIDES

<u>Category</u>	<u>Wages</u>
1985-86	\$5.52
1986-87	6.04
1987-88	6.75

HEAD COOK

<u>Category</u>	<u>Wages</u>
1985-86	\$6.32

1986-87	6.25
1987-88	7.00

<u>EEN AIDES</u>	
<u>Category</u>	<u>Wages</u>
1985-86	\$6.02
1986-87	6.54
1987-88	7.25

RETROACTIVITY

A. Wage increases shall be retroactive to July 1, 1985, without interest.

B. All other provisions shall be effective as of the execution of the agreement, or the date of an applicable arbitration award, whichever is applicable without retroactive reimbursement.

ATTEST:

Crivitz School District

Crivitz Association of Support
Personnel

W00119
ms

Nov. 19, 1986

EXISTING EMPLOYEES ACTUAL WAGE SCHEDULE

Proposed Salary Schedule

1985-1986 1986-1987

<u>Classification</u>	<u>1985-86</u>	<u>1986-87</u>
Secretaries		
Brandt	7.03	7.23
Pfeiffer	7.30	7.37
Wallgren	6.88	7.15
Assistant Bookkeeper		
Wiedemeier	6.52	7.23
Custodians & Bus Drivers		
Blohoweak	6.83	7.13
Brand	6.36	6.89
Mankusky	6.10	6.77
Olejnieczech	6.30	6.87
Stoneburner	6.96	6.19
Franzen	6.96	7.19
Maintenance		
Tomaszewski	7.66	8.32
Cooks		
Baumann	6.51	6.51
Homan	6.71	6.71
Swanson	7.11	7.11
Witt	7.11	7.11
Head Cook		
Krzewina	7.11	7.11
Aides		
Rost	5.53	5.89
Schwartz	5.73	5.89
Wilson	freeze	freeze

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Nov. 19, 1986

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UNION

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DEC 12 1986

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

RECEIVED

JUL 14 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

FINAL OFFER

CRIVITZ ASSOCIATION OF SUPPORT PERSONNEL

AND

CRIVITZ SCHOOL DISTRICT

THIS AGREEMENT is made and entered into on this day of
1986 by and between the School District of Crivitz (hereafter the
"DISTRICT") and the Crivitz Association of Support Personnel (here-
after the "ASSOCIATION").

ARTICLE I - DEFINITIONS

AGREED

ARTICLE II - MANAGEMENT RIGHTS

THE BOARD retains all rights not specifically limited by this Agreement
or applicable law.

ARTICLE III - RECOGNITION

AGREED

ARTICLE IV - SAVINGS CLAUSE

AGREED

ARTICLE V - COMPLETE AGREEMENT CLAUSE

AGREED

ARTICLE VI - TERM OF AGREEMENT

AGREED

ARTICLE VII - GRIEVANCE PROCEDURE

AGREED

ARTICLE VIII - EMERGENCY CLOSING OF SCHOOLS

AGREED

ARTICLE IX - EMPLOYEE RIGHTS

AGREED

ARTICLE X

AGREED

RECEIVED

DEC 12 1986

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

ARTICLE XI - SENIORITY

AGREED

ARTICLE XII - VACANCIES AND TRANSFERS

AGREED

ARTICLE XIII - LAY-OFFS

AGREED

ARTICLE XIV - WORK DAY -- WORK WEEK

AGREED

ARTICLE XV.- OVERTIME

AGREED

ARTICLE XVI - HOLIDAYS

AGREED

ARTICLE XVII - VACATIONS

AGREED

ARTICLE XVIII - LEAVES

AGREED

ARTICLE XIX - GENERAL PROVISION REGARDING LEAVE

AGREED

ARTICLE XX -- INSURANCE

THE DISTRICT shall provide to qualified employees the same insurance programs as are, from time to time, provided to the certified teaching personnel in the DISTRICT. THE DISTRICT shall contribute the following percent of the total premium on a twelve month basis: of these programs:

1. ALL FULL TIME CALENDAR employees shall be provided with the insurance programs at 100%(status quo) premium.

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ARTICLE XX - INSURANCE (cont)

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

2. ALL FULL TIME AND PART TIME CALENDAR AND SCHOOL YEAR EMPLOYEES SHALL BE DEEMED QUALIFIED EFFECTIVE January 1, 1987 at the following percentages:
- 1000 HOURS OR MORE - 75%
 - LESS THAN 1000 but more than 599 - 50%

4. DISTRICT LANGUAGE-AGREE.

ARTICLE XXI - RETIREMENT

AGREED

ARTICLE XXII - DUES CHECK OFF

AGREED

ARTICLE XXIII - PAY VOUCHER

AGREED

ARTICLE XXIV - MILEAGE

AGREED

ARTICLE XXV - PAYROLL SCHEDULE

SALARY SCHEDULE

- A. Set forth below are the wages for each employee presently employed by the DISTRICT for the three years of the agreement. These wages are expressed in dollars per hour or salary increase which ever is appropriate based on historical factors in the DISTRICT.

SEE ATTACHED PAGES WHICH HAVE BEEN MODIFIED:

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DEC 12 1986

86-87 FINAL OFFER (REVISED) ASSOCIATION WAGE PROPOSAL
SECRETARIES (ALL SALARIED)

BRAND	\$416	\$15136.00
PFEIFFER	416	15981.00
WALLGREN	416	14686.00

ACCOUNTING		
WEIDEMEIER	416	13036.00

EEN AIDE (SALARIED)		
WILSON	50	10522.00

AIDES	COOKS	CUSTODIANS	MAINTENANCE
\$5.52	\$6.29	\$5.88	\$7.45
5.62	6.39	5.98	7.55
5.72 GIPP	6.49	6.08 MANKUSKY	7.65 TOMAZEWSKI
5.82	6.59 BAUMANN	6.18	7.75
5.92	6.69	6.28	7.85
6.02 SCHWARZ	6.79	6.38 OLEJNIECZAK	7.95
6.12 ROST	6.89 HOMAN	6.48 BRAND	8.05
6.22	6.79	6.58	8.15
6.32	6.89	6.68	8.25
6.42	6.99	6.78	8.35
6.52	7.19 SWANSON	6.88	8.45
	WITT	6.98	
BUS DRIVERS	KREZEWINA	7.08	
\$5.52		7.18 BLOHAWEAK	
5.62		7.28 STONEBURNER	
5.72			
5.82			
5.92			
6.02			
6.12			
6.22			
6.32			
6.42			
6.52 FRANZEN			

THIS PROPOSAL REPRESENTS A WAGE INCREASE FOR ALL BARGAINING UNIT MEMBERS-IN THE CATEGORIES AIDES, COOKS AND BUS DRIVER IT REPRESENTS ONLY A 10¢ LONGEVITY INCREMENT.

TOTAL WAGE INCREASE	
\$6405.60	
807.11	RETIREMENT
458.00	FICA
4947.59	HEALTH & DENTAL PREMIUM AT 75% - 6 mos.
<u>\$12618.30</u>	TOTAL COST INCREASE
\$270178.41	TOTAL COST 85-86
\$282796.71	TOTAL COST 86-87

4.67% TOTAL

RECEIVED

DEC 12 1986

87-88 FINAL OFFER (REVISED) ASSOCIATION WAGE PROPOSAL
SECRETARIES (ALL SALARIED)

BRAND	\$624.00	\$15760.00
PFEIFFER	624.	16605.00
WALLGREN	624.	15310.00

ACCOUNTING

WEIDEMEIER	624	13660
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EEN AIDE

(SALARIED)

WILSON

FREEZE

AIDES	COOKS	CUSTODIANS	MAINTENANCE
\$5.72	\$6.29	\$6.18	\$7.75
5.82 GIPP	6.39	6.28	7.85
5.92	6.49	6.38	7.95
6.02	6.59	6.48 MANKUSKY	8.05 TOMAZEWSKI
6.12 SCHWARZ	6.69	6.58	8.15
6.22 ROST	6.79	6.68	8.25
6.32	6.89	6.78 OLEJNIECZAK	8.35
6.42	6.99 BAUMANN	6.88 BRAND	8.45
6.52	7.09	6.98	8.55
6.62	7.19	7.08	8.65
6.72	7.29 HOMAN	7.18	8.75
	SWANSON	7.28	
	WITT	7.38	
		7.48	
		7.58 BLOHOWEAK	
		7.68 STONEBURNER	

THIS PROPOSAL REPRESENTS A WAGE INCREASE FOR ALL BARGAINING UNIT MEMBERS-IN THE CATEGORIES, AIDES, COOKS AND BUS DRIVER, IT REPRESENTS ONLY A 10¢ LONGEVITY INCREMENT.

TOTAL WAGE INCREASE

\$6247.00

787.12 RETIREMENT

446.67 FICA

9894.00 HEALTH & DENTAL PREMIUM AT 75% - 12 mos.

\$17374.79 TOTAL COST INCREASE

\$282796.71 TOTAL COST 86-87 6.14% TOTAL

\$300171.50 TOTAL COST 87-88