#### BEFORE THE MEDIATOR/ARBITRATOR

OCT 09 1987

RELATE STOCK MASIO

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In the Matter of the	:	
Mediation/Arbitration Between	:	
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WEST CENTRAL EDUCATION ASSOCIATION	:	Case 9
		No. 37152 Med/Arb-3928
and	:	Decision No. 24334-A
	:	
MONDOVI SCHOOL DISTRICT	:	
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### APPEARANCES:

<u>R. F. Gilligan</u>, Executive Director, West Central Education Association, appearing on behalf of the Association.

Mulcahy & Wherry, S.C., by <u>Kathryn J. Prenn</u>, appearing on behalf of the Mondovi School District.

#### ARBITRATION HEARING BACKGROUND AND JURISDICTION:

On April 13, 1987, 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 between the West Central Education Association and the Mondovi School District. Pursuant to statutory requirement, the arbitrator met with the parties for mediation on June 22, 1987 in Mondovi, Wisconsin. The parties were unable to resolve their differences and the matter proceeded to arbitration that same day. During the hearing, the West Central Education Association, hereinafter referred to as the Union or the Association, and the Mondovi School District, hereinafter referred to as the Employer or the District, were given full opportunity to present relevant evidence and make oral argument. Briefs and reply briefs were filed with the arbitrator, the last of which was received on August 4, 1987.

#### THE FINAL OFFERS:

The remaining issues at impasse between the parties concern wages, salary schedule, dental insurance and night shift pay differential. 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 all of one of the parties' final offer on the unresolved issues after giving consideration to the criteria identified in Section 111.70(4)(cm)7, <u>Wis. Stats.</u>.

POSITIONS OF THE PARTIES:

concept. Also rejecting an anticipated District argument that the Union is attempting to change the status quo, the Union asserts arbitrators have held that where a need for change exists, such change should occur but adds, however, that it is not attempting to change the status quo. Instead, it contends it is trying to incorporate into the contract a provision inherent to almost all negotiated collective bargaining agreements.

Submitting the second major issue of importance in dispute between the parties is that of the wage increase, the Union asserts the District is not burdening its taxpayers with excessive school costs and that a comparison of wage increases among the comparables shows its offer to be more reasonable. In support of its assertion, the Union relies upon the same comparables as those used by the District.

Addressing the interest and welfare of the public criterion cited in the statute, the Union maintains the evidence indicates the District is financially able to support the Union's final offer. As proof of its contention, the Union cites the District's cost per member which it declares is less than the costs per member of the conference schools and the state aid received by the District which it contends is far more state aid than the other conference schools receive. In addition, it notes the District falls below the state average for costs per member and exceeds the state average for receipt of state aids. As further support for its position, the Union states another indication that the District is able to financially support the Union's wage offer is the fact that the District's taxpayers pay less per \$1,000 assessed valuation than do the comparables.

The Union continues that support for its also offer lies in the comparison of wage rates paid similar classifications among the comparables. Making these comparisons, the Union asserts rates paid the employees in this District fall well behind those paid employees in similar positions in the comparable districts. In addition, the Union urges rejection of the Employer's offer arguing it perpetuates the pay inequities which already exist among the employees by paying those with lower salaries a lesser cents per hour increase than those with higher salaries. In order to counter this condition, the Union declares there is need for an offer which attempts to achieve a more equitable salary adjustment and an adjustment for more senior employees to reach the top wage rate in their classification. In this regard, it concludes its offer meets these concepts. Also, based upon this concept, the Union urges rejection of the Employer's offer arguing it perpetuates the pay inequities which already exist among the employees by paying those with lower salaries a lesser cents per hour increase than those with higher salaries.

Conceding its cents per hour increase may cause a change in rank at the minimum rates, the Union avers, nonetheless, that it is the rank attained at the maximum rates which are most important since it is bargaining for it members, most of whom are located at the maximum rates and not employees who are not yet employed. In addition, the Union argues that its wage proposal more closely corresponds to the pattern of settlements established among the comparables. Disputing the Employer's evidence on the costs of the final offers, the Union argues the percentage increase attributed to the cost of its offer must be computed based upon an annualized increase of 25 cents per hours rather than the year end rate of 30 cents per hour and that increase comparisons for the second year should be measured against settled districts and not an all school average. It contends that when this is done, its offer more closely maintains rank in 1986-87 and approximates the settlement pattern in 1987-88.

In regard to the night shift increase it proposes, the Union asserts the one cent per hour increase is warranted because no change in the night shift differential has occurred in the past two years. Further, declaring that the District is totally in control over the cost of this proposal by virtue of its management right to control the hours its employees will work, the Union maintains this proposal has little impact upon the cost of the final offers.

Finally, the Union urges support for its insurance proposal. Rejecting any District effort to challenge this proposal, the Union avers that since its proposal has a minimum cost impact because there have been a number of retirements and/or cutbacks in staff and since dental premiums are paid in five of the eight comparable districts its proposal is not out of line. In addition, the Union suggests that the District's argument that the insurance company does not allow coverage for employees working 15 hours per week is misleading. Countering this argument, the Union posits that insurance companies "have a way of amending their rules" and argues, further, that since one part time employee pays for both his health and dental insurance, the District must have been able to get a waiver of the rule which is cutod

The District, in support of its position, maintains not only do the economic conditions within the area support demand moderate wage increases, but that the Union has failed to show there is a need or comparable support for its proposed salary schedule or for its proposed method of increasing wages. It also argues that the Union's demand for increased dental insurance is unreasonable.

Addressing the interest and welfare of the public criterion, the District asserts that in light of its unique economic circumstances moderation is warranted. Contending the District is located in a heavily farm dependent county and that due to the continuing farm crisis it has suffered economically far worse than those districts considered comparable, the District argues the public interest and welfare of its taxpayers dictates its offer be implemented.

Recognizing it must accept the burden of proving its economic conditions are worse than those considered comparable, the District cites several factors which it maintains cause its economic condition to differ from those districts considered comparable. The District believes that primary among the factors which affect its economic condition is the fact that it is only district among the comparables which resides totally within Buffalo County, a county which is not faring well economically because it is more farm dependent than all but one of the counties within the state. In addition to the District's tax base being largely supported by a farm economy, the District cites the County's unemployment rate during the first four months of 1987 which it maintains was the highest rate among the comparables and exceeded the state average, the higher percentage increase in county taxes than occurred among the comparables and the percentage of delinquent taxes between 1982 and 1985 which the it maintains is a consistently higher rate of delinquency than among the other counties as other factors which affect its overall economic condition.

As further support for its contention that its economc conditions within the area are unique, the District cites the percentage of its population which is below the poverty level and asserts none of the comparables have a poverty level which is as high. And, finally, the District notes the County has implemented a sales tax in an effort to make up for revenues lost through elimination of federal revenue sharing and declining property values and argues this is another factor which affects its economic circumstances.

In addition, the District rejects the Union's claim that decreasing property values and the increase in the receipt of state aids offsets any economic impact reliance upon the agricultural industry has had. Stating the purpose of state aid is to supplement the tax base which the District's tax base cannot reasonably support in an effort to equalize the amount of money spent on education statewide, the District argues that any increase in state aids cannot be considered a "windfall" which can be applied to increasing wages since it merely makes up for the decrease in ability of the tax base to support the costs of education.

Urging the Union's position regarding implementation of a salary schedule be rejected, the District argues strongly that the Union has failed, either by showing a compelling need or that there is comparable support for its proposal, to meet the burden imposed upon it when it seeks a change in the status quo. Countering any Union effort to suggest the comparables might support the inclusion of a salary schedule, the District posits that the comparables are only in the early stages of unionization with only three fully unionized support staffs among the eight comparable districts. Further, it asserts that among those three only one has a salary schedule.' The District also declares that the current method of compensation does not result in rates dissimilar to those received among the comparable districts for comparable positions nor does its offer treat any of its employees unfairly or inequitably. Finally, maintaining that the bargaining table is the most appropriate place to change fundamental relationships, the District opposes the Union's effort to seek a salary schedule, which it states was presented for the first time at the arbitration hearing. The District argues the Union is using the arbitration process to get something it was afraid to present at the bargaining table and that this is a "fatal flaw" in its offer.

In regard to the wage proposals, the District concludes not only is its offer more reasonable because it maintains the previous rank established among the comparables, but because it more closely matches the average compensation received by comparable employees among the comparables. Urging against the Union's proposal, the District charges the Union with making arbitrary groupings for the purposes of making comparisons which result in extreme differences in wage increases and gross inequities and argues the comparisons made in this manner are misleading. Further, the District posits that even if there are inequities within the current compensation scheme, there is no proof that the schedule proposed by the Union or its proposed method of increasing wages will appropriately address those inequities. It continues that under the Employer's offer, all employees will be treated equally, receiving the same percentage wage increase in each of two years, while under the Union's offer, the wage increases received by each employee will vary to such a large extent as to cause dissent among the staff.

The District also argues that the Union's proposal regarding dental insurance is unreasonable. Asserting that the terms and conditions of the policy do not allow for coverage of employees who work 15 hours per week, the District posits that if this offer is accepted, it will place a burden upon the District to somehow provide insurance coverage for all its employees who are not covered under the current policies. It adds that the cost would add a substantial financial burden upon the District at a time whene insurance rates are rising and policy bidders are scarce.

#### DISCUSSION:

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Although four issues remain in dispute between the parties, the major issues determinative of this matter pertain to wages and salary schedule. Evidence pertaining to the other two issues, night shift differential and employer paid dental insurance for part time employees working 15 hours or more, was not sufficient to determine the reasonableness of the positions. Consequently, the merits of this dispute are determined by the reasonableness of the parties' positions regarding the two major issues. In that respect, based upon the following discussion, it is concluded the District's offer is more reasonable and, therefore, should be implemented.

Both parties agree the comparables consist of those school districts which comprise the athletic conference. The District, however, asserts its position is unique to the comparables in that it is less able to support pay increases similar to those granted among the comparables because it has less financial ability to pay than the comparable districts. A review of the evidence submitted to support this position does not completely agree with this contention, however, it does establish that the District is not as financially able to support wage increases as are most of the districts among the comparables.

Much of the District's argument centered on the fact that it is the only district completely located in Buffalo County, that this county is more "farm dependent" than the other counties in which the comparable districts lie and is, therefore, far less economically able to sustain increases in the taxpayers' burden. The record establishes that except for Durand which is located in Pepin County, a county also considered "farm dependent" and, consequently, as vulnerable to farm stress as Buffalo County, the District's assertion is correct. While the District does have the lowest levy rate among the comparables, generally an indication that a district is not exerting as much effort to finance the cost of education as other districts may be exerting, it is noted that the property value of the district has decreased by approximately 20 per cent over the past three years and that while state aid has increased, the increase is a reflection of the District's lessened ability to finance the cost of education compared to other districts within the state. These factors, combined with the fact that the Buffalo County has the highest APPENDIX "A"

RECEIVED WCEA-MONDOVI SUPPORT STAFF FINAL OFFER WISCONSIN EMPLOYMENT RELATIONS COMMISSION RELATIONS COMMISSION

The following constitutes the WCEA's final Offer:

I. Two year Agreement - 1986-88

II. Insurance: Status Quo 1986-87

1987-88 - See attached Article XVI - Insurance

III. Wages (lst year):

\$0.40 per hour wage rate adjustment A.

With the exception of Transportation - Bus Drivers rates в. covered below -See III. C. - in all other job classifications, salary rates will be increased \$0.40 per hour or if the employee has been employed by the District for 2 or more years, be brought within 10% of the highest rate in the job classification, whichever is greater.

> e.g. <u>Maintenance</u> Highest 1985-86 Rate = \$7.88 1986-87 Increase = 1986-87 Rate = .40 \$8.28 <u>x .90</u> 10% Adjusted Rate \$7.45

Therefore, all hourly rates of custodial/maintenance employees working with at least two or more years in Mondovi will be at a minimum of \$7.45.

In 1985-86 there were persons receiving the following: 6.77 7.11  $\frac{.40}{7.17}$ <u>.40</u> 7.51

The person receiving \$7.17 after the 40 cent per hour wage rate would have his salary adjusted to \$7.45 per hour for 1986-87. The person receiving \$7.51 would continue to receive that rate. Josie Anderson would be red Circled, thereby receiving the \$0.40 rate adjustment.

unemployment rate among the counties in which the comparable districts lie lead to the conclusion that this District is financially less able to support wage increases than are most of the districts among the comparables.

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In addition to finding the District is not as financially able to support wage increases as most districts among the comparables, an analysis of the wage proposals finds the District's offer of 4.5% in 1986-87 and 3.5% in 1987-88 is supported by the increases in the cost of living as measured by the Consumer Price Index and the pattern of settlements established by the comparables. There is considerable merit to the Association's offer, however, when the question of pay equity is considered.

The Association argues there is need for its wage proposal in order to provide wage rates paid similar classifications chemo in comparavies. It is difficult to compare the wages paid employees performing similar work among the comparable districts with wages paid employees in this District because of the uncertainty of the work performed by the employees in similar classifications. Many of the employees in the comparable districts are not unionized and pay varies according to the responsibilities and worth attached to the positions by management. If it is assumed, however, that employees with similar job titles perform similar work, it appears a comparison of the rates paid employees performing similar work among the comparables indicates that in all classifications, the employees within this District are among the lowest paid. Further, a comparison of the wage rate increases as measured by cents per hour indicates that the District is generally offering less than the average cents per hour increase established by the comparables. The end result of this is that the employees within this District will continue to be paid less than comparable employees performing similar work and that the rate differential will continue to increase.

There is further merit in the Association's argument when it is realized that much of its wage cost increase is not only the result of the Association's effort to narrow the disparity in rates paid District employees performing comparable work but is also the result of its effort to eliminate the internal pay inequities existent among the classifications. A review of the rates paid employees whose job titles are the same indicates there is substantial disparity in the rates paid employees performing similar work within the District. This is particularly true in the secretarial, aide and food service classifications. While it is recognized that certain positions may justify different rates, no evidence was submitted, including the job descriptions, which appears to totally justify the disparities which exist within the District.

The fact that these disparities exist are a source of concern in finding the District's offer more reasonable. This conclusion was reached, however, based upon the fact that while the Association was able to demonstrate there is need for evaluating these jobs and establishing a more equitable wage rate system, it was not able to demonstrate that its proposed salary schedule would most effectively meet not only the employees' needs but the employer's needs. The salary schedule proposed by the Association does result in employees with the same titles being compensated at the same rate at the end of two years. The schedule fails, however, to take into consideration the qualifications for the various classifications such as skill, knowledge, physical effort and other factors which may result in the establishment of different wage rates for these classifications. Further, it does not provide for differences in seniority, which in itself may become a source of discontent and generally low morale among the employees. To implement a salary schedule just because it resolves an apparent problem is not sufficient if it results in lasting dissatisfaction between employees and between the parties.

In addition to not being able to demonstrate that its salary schedule will resolve the pay equity problem in a fair and equitable manner, neither the comparables nor the bargaining history support the Association's proposal. Among the comparables, only two other districts have bargaining units represented by unions ane only one of these districts has a salary schedule. Further, the bargaining history does not establish that exceptional circumstances exist within the District which justify imposing a fundamental change which should be voluntarily negotiated by the parties.

The bargaining history reveals this dispute centers around only the second round of bargaining engaged in by these employees and the Employer. While it is true that each of the contracts represents a two year agreement and that the first two year agreement was reached in March, 1985, there is not sufficient evidence that the Employer has been unreasonable in rejecting this proposal to the extent that a fundamental change in the bargaining relationship should be imposed through arbitration. Although the concept of this schedule has been before the Employer since the parties entered mediation/arbitration, there is no indication that there has been adequate opportunity for the Employer to consider the proposal at the table and to react in a reasonable or unreasonable manner. Until the parties have had adquate opportunity to engage in negotiations where other possible alternatives may be discussed and the potential for mutual agreement may occur, it is incumbent upon the arbitrator to allow the parties to attempt to mutually resolve their problems before imposing contract terms upon them.

indicates that had the parties been able to reach voluntary agreement under the existing statutory requirements, that settlement would have more likely approximated the District's offer. Although the Association's offer, on a cents per hour basis, more closely approaches the increases provided similar classifications among the comparable districts and attempts to provide internal pay equity for employees with similar job titles, the overall cost of the final offer appears to be disproportionately high when compared to the cost of living increases as measured by the CPI and the pattern of settlements expressed in percentages established by the comparables and when compared to the financial stress the District is currently experiencing. Further, the Association has failed to make a persuasive case for implementation of its salary schedule proposal, particularly since there is no proof that the rates and classificiations set forth in the schedule addresses the qualifications required for each position and since there is no indication that the parties have engaged in active collective bargaining regarding the implementation of a salary schedule.

Based upon the foregoing discussion, it is concluded that, under the statutory criteria, the District's offer is more reasonable than the Association's. Accordingly, the following award is issued:

#### AWARD

The final offer of the District, attached as Appendix "B", together with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor agreement which remained unchanged during the course of bargaining, shall be incorporated into the 1986-88 collective bargaining agreement as required by statute.

Dated this 5th day of October, 1987 at La Crosse, Wisconsin.

Maron Sharon K. Imes

Mediator/Arbitrator

SKI:ms

Following are the job classifications for determining salary schedule rates: Secretary; Aide; Building & Grounds; Maintenance (regular full-time); Bus Maintenance 1/; Cooks; Cook Assistant; part-time Maintenance. (Attached is a listing of current staff in the above-cited job classifications.)

- 1/ Because of the similarity of the current salary rate and for the purpose of costing Bus Maintenance, wage rates should be costed with regular part-time Maintenance.
- C. Transportation Bus Drivers Schedule

1986-87 Bus Drivers schedule increased as follows: <u>BUS DRIVERS</u> - Unless otherwise specified, all rates increased \$0.40 for 1986-87

BONUS (cumulative) paid for consecutive years as drivers

1986-87 =	10.00
Driving Time	1986-87 = 6.42
Waiting Time	1986-87 = 5.62
Minimum	1986-87 = 11.66
Monthly Rate	1986-87 = \$660 = Trip Rate 1986-87 = 16.49

Modena Feeder Route

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1986-87 = \$499 = Trip Rate \$12.48

Drivers and wife or husband - free pass to all home athletic events.

Meal out of town paid if leave before 6:00 p.m.

Driver may buy his/her school health insurance plan at their own expense.

Electricity for plug in of buses per night if kept at home: 1986-87 = \$1.00

### IV. Develop A Salary Schedule

New employees hired into the District would be placed on a schedule in their classification wherein they shall receive 75% of the highest pay rate for the first three (3) months of their employment in the District. The salary rate would be increased to 80% until the employee reaches the first anniversary of their employment in the District.

Thereafter, until the second anniversary of their employment in the District the employee shall receive 90% of the top salary rate in the job classification. Commencing the first day of employment following the employees second (2nd) anniversary, they shall receive the highest rate in the job classification. No person hired in 1986-87 would take a cut in pay in order to be placed on this schedule.

- V. ARTICLE XVIII GENERAL PROVISIONS:
  - Item D: Increase night shift pay differential to sixteen cents (\$0.16) per hour.
  - Item E: (New Provision) The District shall provide the Union with job descriptions for all positions.

## FINAL OFFER - 2ND YEAR

VI. Wages - 1987-88

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- A. Commencing July 1, 1987, all salary/wage rates will be adjusted to reflect a \$0.20 per hour increase. (Including Bus Drivers - See Schedule Attached)
- B. Commencing January 1, 1988, all salary/wage rates will be adjusted to reflect a \$0.10 per hour increase. (Including Bus Drivers - See Schedule Attached)
- C. With the exception of Transportation, salary/wage rates for all employees with two or more years of service in the District will be adjusted to reflect the top wage rate in the job classification on January 1, 1988.

Therefore: Using the example cited earlier in III. B., commencing July 1, 1987, the maintenance person whose salary was adjusted to reflect 10% of the top salary rate (\$7.45) would be raised on 7-1-87 to \$7.65. However, on 1-1-88 that rate would be increased to \$8.58 to reflect the top salary rate in that job classification.

VII. ARTICLE XVI - INSURANCE - B.

Revise to Read:

The Board of Education shall pay the cost of a single or up to eighteen dollars (\$18.00) per month toward the cost of a family dental insurance for all employees working at least fifteen hours per week, nine months per year.

VIII. ARTICLE XXII - DURATION

Paragraph B: Revise date to reflect a two (2) year agreement, July 1, 1986, through June 30, 1988.

Except as set forth in the stipulations or in the final offer, the terms of the 1984-86 agreement shall become the terms of the 1986-88 agreement.

Dated this \_\_\_\_\_ \_ day of February, 1987.

Respectfully Submitted, . F. Gilligan

APPENDIX A - TRANSPORTATION (DRIVERS) 1987-88 SALARY SCHEDULE III. C. Bus Drivers schedule increased as follows: BUS DRIVERS - Unless otherwise specified, all rates increased \$0.20 from July 1, 1987 to Dec. 31, 1987 \$0.10 from Jan. 1, 1988 to June 30, 1988 BONUS (cumulative) paid for consecutive years as drivers 1987-88 = 10.00 1987-88 = 6.62 (7-1-87 to 12-31-87)Driving Time 6.72 (1-1-88 to 6-30-88) 1987-88 = 5.82 (7-1-87 to 12-31-87)Waiting Time 5.92 (1-1-88 to 6-30-88) 1987-88 = 11.86 (7-1-87 to 12-31-87) 11.96 (1-1-88 to 6-30-88) Minimum 1987-88 = \$668 (7-1-87 to 12-31-87) \$679 (1-1-88 to 6-30-88) Monthly Rate Trip Rate 1987-88 = 16.69 (7-1-87 to 12-31-87) 16.79 (1-1-88 to 6-30-88) Modena Feeder Route 1987-88 = \$507 (7-1-87 to 12-31-87) \$511 (1-1-88 to 6-30-88) Trip Rate 1987-88 = 12.68 (7-1-87 to 12-31-87) 12.78 (1-1-88 to 6-30-88) Drivers and wife or husband - free pass to all home athletic events. Meal out of town paid if leave before 6:00 p.m. Driver may buy his/her school health insurance plan at their own expense. Electricity for plug in of buses per night if kept at home: 1987 - 88 = \$1.00

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## SECRETARIES

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Unger Everson

Ward

Borgwardt

### AIDES

BUS MAINTENANCE

Hayden

Nogle Poeschel Schultz (also Inventory Clerk) Williamson Overlein Moe Eide Hi11 Glanzman LaPorte Seipel

#### BUILDING & GROUNDS

Brantner Lunderville Weiss

### COOKS

Bauer Mickelson Krumrie Berger Otteson

# MAINTENANCE (REGULAR)

Peuse Leirmo Rustad Gruber Johnson Anderson (Red Circle)

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#### COOK ASSISTANT

Brenner, J. Brenner, C. Larson Morgan Brantner, G. Hillert Brantner, B.

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#### TRANSPORTATION

(PART TIME)

Tiegs

Nyre

Larson

Zīttle

Klopp Haas Hayden Poeschel Ringger Danzinger Dregney, M. Dregney, A. Parr Heck Mickelson Nelson

RFG:jsp 010987

FEB 27 1987

WISCONSIN EMPLOYMENT RELATIONS COMMISSION



February 26, 1987

Mr. Douglas Knudson, Investigator Wisconsin Employment Relations Commission P.O. Box 7870 Madison, WI 53707-7870

RE:

WCEA-Mondovi Support Staff Modification of Union Final Offer

Dear Investigator Knudson:

Following your call today I called Mondovi Board Representative Kathryn Prenn and discussed the fact that since the Employer has prepared job descriptions and presented them to the employees, I would amend the Union's final offer. Ms. Prenn indicated that she would stipulate to this fact at the hearing that the Union dropped Roman Numeral V - Item E (New Provision) i.e. job descriptions from the Union's final offer.

Therefore, I ask that you attach this letter to the Union's final offer noting this change in the Union's position.

Sincerely,

WEST CENTRAL EDUCATION ASSOCIATION

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R.F. Gifligan Executive Director

RFG:rae cc: Kathryn Prenn Roger Leirmo



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105 21st Street N 

Phone (715) 235-6808
Menomonie, Wisconsin 54751



#### APPENDIX "B"

## SCHOOL DISTRICT OF MONDOVI

FEB 18 1987

FINAL OFFER FOR A 1986-88 CONTRACT

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

- Except as set forth in the attached Stipulations or in the Final Offer, the terms of the 1984-86 contract shall become the terms of the 1986-88 contract.
- 2. Appendix B Salary Rate Adjustments
  - 1986-87 <u>Increase</u> all wage rates by four and one-half percent (4 1/2%)
  - 1987-88 Increase all wage rates by three and one-half percent (3 1/2%)

Dated this \_/7 day of February, 1987.

ON BEHALF OF THE SCHOOL DISTRICT OF MONDOVI

By: Kathryn J. Prenn

RECEIVED

## NOV 24 1987

#### BEFORE THE MEDIATOR/ARBITRATOR

WISCONDIN EN HEOMAN RELATIONS COMMISSIC

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:	Decision No. 24334-A
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#### APPEARANCES:

<u>R. F. Gilligan</u>, Executive Director, West Central Education Association, appearing on behalf of the Association.

Mulcahy & Wherry, S.C., by <u>Kathryn J. Prenn</u>, appearing on behalf of the Mondovi School District.

#### ARBITRATION HEARING BACKGROUND AND JURISDICTION:

On April 13, 1987, 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 between the West Central Education Association and the Mondovi School District. Pursuant to statutory requirement, the arbitrator met with the parties for mediation on June 22, 1987 in Mondovi, Wisconsin. The parties were unable to resolve their differences and the matter proceeded to arbitration that same day. During the hearing, the West Central Education Association, hereinafter referred to as the Union or the Association, and the Mondovi School District, hereinafter referred to as the Employer or the District, were given full opportunity to present relevant evidence and make oral argument. Briefs and reply briefs were filed with the arbitrator, the last of which was received on August 4, 1987. A decision in this matter was issued on October 5, 1987. By conference telephone call on November 23, 1987, the parties requested the arbitrator to issue a clarification regarding how implementation of the District's final offer is to be interpreted. Following is that clarification:

#### CLARIFICATION

In ruling that the final offer of the District shall be incorporated into the 1986-88 collective bargaining agreement the arbitrator interpreted the District's final offer to apply to the wage or salary rate only. More specifically, it was interpreted that the District's final offer does not apply to the bonus or "plug in" rates set forth as additional compensation for bus drivers since bonus and "plug in" rates refer to payments in excess of the regular rates and are not considered part of the regular base rate. Given this conclusion, the following award is issued:

#### AWARD

The final offer of the District, attached as Appendix "A", shall be implemented by increasing all wage rates, interpreted as exclusive of bonuses and "plug in" rates, by 4.5 percent in 1986-87 and by 3.5 percent in 1987-88. In addition, the stipulations of the parties which reflect prior agreements in bargaining as well as those provisions of the predecessor agreement which remained unchanged during the course of bargaining, shall be incorporated into the 1986-88 collective bargaining agreement as is required by statute.

Dated this 23rd day of November, 1987 at La Crosse, Wisconsin.

tmes Sharon K. Imes

Mediator/Arbitrator

#### APPENDIX "A"

## SCHOOL DISTRICT OF MONDOVI

FEB 18 1987

FINAL OFFER FOR A 1986-88 CONTRACT

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

- 1. Except as set forth in the attached Stipulations or in the Final Offer, the terms of the 1984-86 contract shall become the terms of the 1986-88 contract.
- 2. Appendix B Salary Rate Adjustments

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- 1986-87 <u>Increase</u> all wage rates by four and one-half percent (4 1/2%)
- 1987-88 Increase all wage rates by three and one-half percent (3 1/2%)

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Dated this <u>17</u> day of February, 1987.

ON BEHALF OF THE SCHOOL DISTRICT OF MONDOVI

By: <u>Kathryn J. Prenn</u>