

OCT 26 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

* * * * *

* In the Matter of the Petition of	*		*
* LODI EDUCATIONAL SUPPORT ASSOCIATION	*		*
CAUS NORTH - WEAC			
* To Initiate Arbitration	*	Case 26	*
Between Said Petitioner and	*	No. 38026 ARB-4209	*
		Decision No. 24377-A	*
* LODI SCHOOL DISTRICT	*		*
	*	Gil Vernon	*
	*	Arbitrator	*

* * * * *

APPEARANCES

On Behalf of the District: Ken Cole, Assistant Executive
Director - Wisconsin Association of
School Boards

On Behalf of the Association: A. Phillip Borkenhagen, Executive
Director - Capital Area UniServ - North

I. BACKGROUND

On October 29, 1986, the Parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement to succeed the agreement which expired on June 30, 1986. Thereafter, the Parties met on two occasions in efforts to reach an accord on a new collective bargaining agreement. On December 23, 1986, the Association filed the instant petition requesting that the Commission initiate Arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. On March 10, 1987, a member of the Commission's staff, conducted an investigation which reflected that the Parties submitted to said Investigator their final offers, as well as a stipulation on matters agreed upon, and thereupon the Investigator notified the parties that the investigation was closed and advised the Commission that the Parties remain at impasse.

The Parties were ordered to select an Arbitrator. The Parties selected the undersigned and he was appointed on April 15, 1987. The Parties met with the Arbitrator on June 29, 1987 and there was no mutual agreement to mediate except to amend their final offers by moving to the stipulations certain items which were not in dispute. These included (1) longevity, (2) duration, (3) Article VII insurance B. Group Life and Disability

Insurance and (4) Article XVI - Compensation 3. (Placement) the amended final offers and stipulations are attached hereto as appendices.

II. ISSUES

The only remaining issue is the appropriate salary schedule for July 1, 1986 through June 30, 1987 and for the period July 1, 1987 through June 30, 1988.

The Union proposal calls for an increase of 33 cents per cell for secretaries and aides and a 35 cents per cell increase for custodians on their respective wage schedules for the retroactive 1986-87 term. The District offers a 20 cents per cell increase for all three categories of employees for 1986-87. In the second year of the contract (1987-88), the Union requests a 35 cents per cell increase for secretaries and aides and a 40 cents per cell increase for custodians on their respective wage schedules. The District offers a 25 cents per cell increase for all three categories of employees. On a percentage basis these offers equate to the following:

	<u>Wages Only</u>	
	<u>1986-87</u>	<u>1987-88</u>
Union	6.84%	6.30%
District	4.77%	4.72%
	<u>Total Package</u>	
Union	6.74%	6.44%
District	4.87%	5.02%

III. ARGUMENTS OF THE PARTIES

A. The Union

First, the Union believes its comparable group of similar employees to be more appropriate. The school districts they point to as comparable are: Columbus, McFarland, Mount Horeb, Pardeeville, Poynette, Waunakee and Wisconsin Heights. They note the District also utilizes this group but also desires to include the DeForest and Portage school districts. To summarize the Association position on this point, they believe their group to be more appropriate because it is consistent with Arbitrator Imes' decision in an arbitration case between the Parties last year.

The Union also believes comparisons to Columbia and Sauk Counties, the City of Lodi and various private sector entities ought to be rejected for various reasons. Primarily, they

believe that there was an inadequate showing in the record that employees in these jurisdictions are comparable in terms of job responsibilities, assigned duties, titles and total compensation. At best, in their opinion, they warrant only secondary consideration.

The Union concentrates its argument on the settlement patterns in 1986-87. It is their contention that their offer fits this pattern and is by this standard an "average" offer.

They analyzed the comparable settlements in cents per hour for each employee category. They do not include Waunakee in the average (there was a zero percent increase in rates in Waunakee).¹ The following summarizes their data (rounded off to the nearest penny):

	Average Increase	Final Offers
Secretaries	\$.32/hour	\$.20/hour Board .33/hour Association
Aides	\$.30/hour	\$.20/hour Board .33/hour Association
Custodians	\$.34/hour	\$.35/hour Association .20/hour Board

For secretaries they make special mention of a number of facts. First, it is noted that the LESA Offer lies slightly above the average increase of the settlement pattern to date, where the District's offer is the lowest increase of those compared. Second, the number of steps to reach the maximum is greater in Lodi than any other district (15 steps), its top wage rate ranks just above the median. Third, a cumulative inspection of the 1986-87 comparable wage rates shows the Association's proposal to maintain the "middle-of-the-pack" ranking, where the District's proposal would lower the ranking of wage rates to second or third lowest. Much the same analysis is made for aides except it is added that by actual wage rates, the Lodi District offer would place it as the lowest starting rate in the area. With respect to custodians, the pattern of LESA's offer being slightly above the average increase to date of the comparable districts is self-evident. This is for the regular custodian wage rate. However, for Head Custodians the LESA Offer (35 cents per hour increase) is slightly below the norm of the settlements, with the average of the area districts at 36.5 cents per hour.

Another important point to be considered, in the Union's opinion, is the loss of rank which will occur under the Employer offer and the fact in the previous arbitration the Employer prevailed with an offer which also resulted in erosion. The

1. Fringe benefits were increased and improved in addition to gaining an increment; job reclassification in process.

Union lost the arbitration because of language proposals even though the Arbitrator believed their wages to be more reasonable. Against this the Union claims the District attempts to continue the slide by offering a wage increase which is even less than when they prevailed and they note the financial environment surrounding the current case is absolutely no different than a year ago. They present data showing the relatively greater gains in other districts in the last two years. Based on this data, they conclude (1) cumulatively, the District's offer would put the Secretaries more than 30 cents per hour below average for a two-year span, (2) cumulatively, the Board's offer puts the Lodi Aides 33 cents per hour below the average over the two-year span, (3) cumulatively, the Board's offer places the Custodians almost 40 cents per hour below the average. They also anticipate the District will argue that the impact of a low wage gain in 1985-86 was caused by the Union's own design. Consequently, no relief from this demise should be granted by this Arbitrator.

The Union also offers argument on the second year of the contract. In this regard, they acknowledge that no comparable data from area districts exists so as to make a determination of appropriate 1987-88 wage schedules for the bargaining unit members. Instead, they rely on the historical perspective, noting as well that coupled with current slight rises in the CPI and its continued anticipated increases through 1988, the 2 to 5 cent-per-hour increases sought by the Union for the 1987-88 term (over the 1986-87 term) are validated.

The Union also draws attention to the District's settlement with the teachers (7.75% package), the 6.67% salary adjustment for the District Administrator and shows a minimum increase of 35 cents per hour to a maximum increase of 49 cents per hour for District office staff on schedule. Even the current probationary employee rates were increased from 30 to 33 cents per cell. For this they anticipate the District may rely on Administrator Sauerberg's testimony that Lodi's non-union employees are receiving only a 5% increase, by noting that 5% for non-Union secretarial work amounts to the same as their offer. Furthermore, a study of District office secretarial wage rates for 1986-87 indicates that they range from approximately \$1.50 to over \$2.00 higher than those of the Secretary I position in the LESA bargaining unit, yet the duties of top level secretaries district-wide does not vary appreciably.

Next, they argue that while secondary weight should be afforded other public sector and private sector wage comparisons, the Board's evidence actually supports the Union offer. For instance, for the position of Building Maintenance Helper (or Cleaner or Housekeeper), the data for local governmental units or school districts displays a wide range from \$7.14 to \$8.45 per hour. This is about \$1.00 more than the LESA Offer at the minimum rate, and 40 cents more at the maximum rate. Similar comparisons are made for secretaries.

Total compensation, in their opinion, is also in their favor. For instance, except for Lodi and McFarland, other districts mentioned pay 100% of the insurance plans. Lodi and McFarland boards only contribute 90% of the premiums. Also, the Lodi longevity allowance from the other districts is the lowest of those districts which have longevity, on an hourly paid rate basis.

Moreover, they contend the District has the ability to pay and there is nothing inconsistent between their offer and the interest and welfare of the public. Last, they don't believe the cost of living is controlling and in fact is subsumed by the pattern of settlements.

B. The District

In general, the Board believes that its offer of a 5 percent wage increase for each year of the agreement is generous in terms of the pattern of settlement among comparable school districts, public sector employers and comparisons with private sector wage rate data. Furthermore, the Board's offer is in excess of the Consumer Price Index increases, and total compensation package available to non-teaching employees in the School District of Lodi is superior to benefits offered to employees similarly situated.

With respect to comparisons to other Districts, they emphasize the percentage adjustment that it is proposing is consistent with the pattern of settlement for comparable employers. They cite in this regard this Arbitrator's award in Monona Grove School District (Custodial Employee) Decision No. 23965 in which is stated:

"Generally speaking when determining how much of a wage increase is appropriate, it is sufficient to concentrate on the percentage of the wage rate increases in comparable positions in comparable employers. Thus, normally--given data from sufficient number of comparable positions and employers--the most reasonable offer is the one which proposes to increase wage rates or levels to a degree most consistent with the comparables."

They also note that Arbitrator Grenig in Monona Grove School District (Clerical Employees) Decision No. 23963-A that the median increase among those comparables was 4.1% and the average increase was 5.03%. This, in their opinion, would clearly indicate that the pattern of settlement in the immediate geographic area is 5 percent for the relevant time period. And this level of settlement is precisely consistent with the Board's offer.

Because there are no settlements for 1987-88, they contend one of the most significant pieces of evidence is Board Exhibit

No. 19 that summarizes wage adjustments for the various units of governments over the relevant time period.

An argument is also offered with respect to total compensation and the actual magnitude of the proposed increases. The Board would argue that the evidence presented by both Parties clearly establishes that the School District of Lodi has a superior level of fringe benefits when compared to any of the comparable employers. In a comparison of fringe benefit levels and longevity for school districts, only Columbus and McFarland offer a level of benefits equivalent to that of Lodi. The School District of Lodi offers a complete set of benefits including health, dental, life and disability insurance in addition to a very lucrative and continuous longevity arrangement. This benefit level is coupled with a salary schedule that incorporates the largest number of incremental steps of any of the comparable employers. It is the Board's position that when these various factors are taken together the financial compensation package of the School District of Lodi is substantially better than the comparable employers.

The Board also notes that there is also a step movement under the offers. Thus, this translates into not a \$.25/hour increase but a \$.40/hour increase for almost all bargaining unit members. This increase is double the increase granted to employes in the neighboring district of Waunauke. For these reasons, the Board believes that its offer should be selected. For instance, a custodian I at Step 12 in 1985-86 was paid \$8.05/hour. Under the Board offer he not only receives a \$.15/hour increase from moving from Step 12 to Step 13 but the Step 13 wage rate is also adjusted. Thus, the end result is the employee would earn \$8.40 in 1986-87 under the Board (a \$.35/hour increase) and \$.50/hour increase under the Union offer.

IV. DISCUSSION AND OPINION

The Employer argues that the cost of the increment must be considered. Indeed, in order to compare the actual increase received by employees in Lodi under either offer the cost of the increment would have to be considered. It would also be necessary to factor in the increment received by other employees--although this cost might be lower in other districts since they generally have fewer steps than the Lodi schedule. Therefore, other employees get to the maximum rate much earlier.

So on one hand, while the Lodi employee might receive more of a year to year increase because of their increment, the Lodi employee may lag behind in career earnings because it takes 14 years to get to the maximum rates as opposed to six years in Columbus, eight years in McFarland and ten years in Waunakee. Only one school has nearly as many steps as Lodi (Wisconsin Heights at 14). Thus, this tends to militate against the relatively higher maximum rates in Lodi and the costing of the increment.

In any event, the information on increment in other districts for 1986-87 fails to lend itself to a clear understanding as to the total wage increases received in other districts. Thus, for the purposes of this record, the Arbitrator must concentrate only on the amount of the wage rate increase in other districts. The data in this regard is complete, verifiable and reliable. While it doesn't give the complete picture, it does allow accurate relative comparisons.

The District also argues percentage increase should be considered. In fact, they believe their offer on a percentage basis is consistent with comparable employers. Indeed, it is important to look at percentage wage adjustments as well as cents-per-hour. On this basis, the Arbitrator considered the following with respect to maximum wage rate adjustments in 1986-87.²

Secretaries

Maximum Rates

	<u>1985-86</u>	<u>1986-87</u>	<u>\$</u>	<u>%</u>
Columbus	6.33	6.68	\$.35	5.5%
McFarland	6.40	6.85	.45	7.0
Poynette	6.65	6.88	.23	3.46
Wisconsin Heights	7.18	7.48	.30	4.18
Average	6.64	6.97	\$.33	5.00
LODI				
Secretary I	7.07			
Board		7.27	\$.20	2.75%
Association		7.40	.33	4.67
Secretary II	6.67			
Board		6.87	\$.20	3.0%
Association		7.00	.33	4.95

Aides

	<u>1985-86</u>	<u>1986-87</u>	<u>\$</u>	<u>%</u>
Columbus	6.06	6.41	\$.35	5.7%
McFarland	6.14	6.57	.43	7.0
Poynette	5.79	5.98	.19	3.9
Wisconsin Heights	6.45	6.75	.30	4.63
Average	6.11	6.43	\$.32	5.3%
LODI	6.37			
Board		6.57	\$.20	3.1%
Association		6.70	.33	5.1

Custodian

Maximum Rates

	<u>1985-86</u>	<u>1986-87</u>	<u>\$</u>	<u>%</u>
Columbus	6.60	6.95	\$.35	5.3%
McFarland	7.93	8.51	.58	7.3
Poynette	6.87	7.09	.22	3.2
Wisconsin Heights	7.66	7.96	.30	3.9
	-----	-----	-----	-----
Average	7.27	7.63	\$.36	4.95%
LODI	7.70			
Board		7.90	\$.20	2.6%
Association		8.05	.35	4.5%

This data clearly shows that either on a percentage basis or a cents-per-hour basis the Association's wage rate adjustment is clearly more consistent with the comparable schools. The average increase for secretaries was \$.33 per hour or 5.0%. The Association's offer is very close to that while the Board falls quite short at 2.75% or \$.20/hour. The same can be said for the Employer's offer for aides and custodians. The average increase for aides in the comparable was \$.32 or 5.3%. The Association's offer is very short of this at \$.20/hour or 3.1%. The average increase for custodians was \$.36 or 4.95% on a percentage basis the Board's offer is just only half this amount at 2.6% or \$.20/hour.

For the 1986-87 portion of the final offers the settlements in the comparable employers is the most important statutory criteria. It is well established that when a settlement pattern exists, it is the best indicator of the weight to be afforded to the cost of living, private sector settlements and other non-similar public sector employees. With respect to total compensation the benefit package received by LODI employees, including longevity, is better than some schools but it is not so much better in general to justify the Employer's wage offer, which is significantly lacking.

2. No data is included for Waunakee. There was no wage rate increase in 1986-87. However, placement and the salary schedule was restructured which resulted in increases ranging from 2.94 to 5.71%. This might tend to favor the Board yet the wage rate levels are extraordinarily high. Thus, for this case, Waunakee is a special case not lending itself to easy comparisons.
3. There is no reason to depart from the comparable grouping established by Arbitrator Imes.

The remaining issue is the appropriate wage rate increase for 1987-88. For this year, there is no settlement pattern. Consequently, the other statutory criteria become much more significant.

The following represents the maximum wage rate adjustments under the offer for 1987-88 over their respective 1986-87 proposals:

	Board	Association
Secretary I	\$.25/3.40%	\$.35/4.7%
Secretary II	.25/3.6	.35/5.0
Aide	.25/3.8	.35/5.2
Special Educ. Aide	.25/3.8	.35/5.2
Custodian II	.25/3.2	.35/4.3
Custodian I	.25/3.0	.35/4.1
	-----	-----
	3.47%	4.75%

It is clear that the cost of living data favors the Employer's offer, particularly if the increment were costed. The comparisons to other public sector employees also favor the District. For instance, Sauk County employees received 2.7 and 2.8 percent hourly rate increases in 1987 and 1988 respectively. In 1987, Columbia County received a \$.19/hour increase which by rough calculations based on the 1986 increase is about 2.9%. This is relatively consistent with the State of Wisconsin's predictions for counties for 1987 of 2.8%. This all tends to favor the District's offer.

It is noted, however, that school district settlements for support personnel tend to historically exceed settlements for other municipal workers. This is no doubt due to the spill over effect or gravitational pull of teacher settlements which are even higher. For instance, the settlement in the comparable school districts for support staff ran around 5% in 1986-87 whereas counties and cities were around 3.4%, 1.6% less. As further evidence of this, it is noted that even the non-Union settlements in the District exceed County and City settlements.

This suggests and it is reasonable to anticipate that school district settlements for support staff will again in 1987-88 exceed not only other city/county settlements but the cost of living. If the 1986-87 interrelationship between the City/County and School District support staff settlements holds true in 1987/88, this would mean support staff settlements will be around 4.4%.⁴

4. The projected city/county pattern is 2.8%. This plus 1.6% (the amount the School District support staff settlements exceeded the city/county pattern in 1986-87) equals 4.4%.

Notably, the anticipated pattern of 4.4% is closer to the Union's aggregate 4.75% increase for 1987-88. Even being more conservative in the estimates for 1987-88, it is doubtful that the pattern will go as low as the Employer offer. Even if the eventual pattern approached the Employer offer, the Arbitrator must consider that the Employer offer is significantly off the mark in the first year of the contract. Thus, any preference for the Employer offer in 1987-88 would be outweighed by the negative aspects of their first year offer.

In view of the foregoing, the Association final offer is deemed to be preferable.

Award

The final offer of the Association is accepted.



Gil Vernon, Arbitrator

Dated this 21st day of October, 1987 at Eau Claire, Wisconsin.

STIPULATION

*Amended
VED 5/2/87*

Re: [unclear] [unclear]

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MAR 12 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Initial Proposal of the School District of Lodi
To the Lodi Educational Support Association
October 29, 1986

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

ONLY STIPULATION

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Article XV K
Change building principal to "appropriate administrator."

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Kim Wh

ADDED
LONGEVITY (All FINAL OFFERS)
DURATION " " "
PLACEMENT " " "
LIFE INSURANCE (" " ")

RECEIVED

EMPLOYER

*Amended
Petition*

NOV 3 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Name of Case: Lodi School District
Case #26, No. 38026, ARB-4209

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me. Further, we **(do)** ~~(do not)~~ authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

MARCH 10, 1987
(Date)

Kenneth J. Cole
(Representative)

On Behalf of: SCHOOL DISTRICT OF LODI

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FEB 04 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

APPENDIX A

July 1, 1987 through June 30, 1988

	<u>Secretary I</u>	<u>Secretary II</u>	<u>Aide</u>	<u>Special Ed Aide</u>
1	5.37	4.97	4.67	4.72
2	5.52	5.12	4.82	4.87
3	5.67	5.27	4.97	5.02
4	5.82	5.42	5.12	5.17
5	5.97	5.57	5.27	5.32
6	6.12	5.72	5.42	5.47
7	6.32	5.92	5.62	5.67
8	6.47	6.07	5.77	5.82
9	6.62	6.22	5.92	5.97
10	6.77	6.37	6.07	6.12
11	6.92	6.52	6.22	6.27
12	7.07	6.67	6.37	6.42
13	7.22	6.82	6.52	6.57
14	7.37	6.97	6.67	6.72
15	7.52	7.12	6.82	6.87

	<u>Custodian II</u>	<u>Custodian I</u>
1	6.20	6.70
2	6.35	6.85
3	6.50	7.00
4	6.65	7.15
5	6.81	7.30
6	7.00	7.50
7	7.20	7.70
8	7.40	7.90
9	7.55	8.05
10	7.70	8.20
11	7.85	8.35
12	8.00	8.50
13	8.15	8.65

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

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

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

APPENDIX B

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Longevity

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

- A. Eight cents (8¢) per hour will be added to the salary rate of any contracted employee who has been employed by the District for more than six (6) years, but has been employed by the District for fifteen (15) years or less.
- B. Fifteen cents (15¢) per hour will be added to the salary rate of any contracted employee who has been employed by the District for more than fifteen (15) years, but has been employed by the District for twenty (20) years or less.
- C. Twenty cents (20¢) per hour will be added to the salary rate of any contracted employee who has been employed by the District for more than twenty (20) years.

MOVE TO STIPULATIONS

Ken Colz L-29-87
A. Phillip Berkouhagen
6-29-87

Ken Colz

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FEB 04 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

APPENDIX A

July 1, 1986 through June 30, 1987

	<u>Secretary I</u>	<u>Secretary II</u>	<u>Aide</u>	<u>Special Ed Aide</u>
1	5.12	4.72	4.42	4.47
2	5.27	4.87	4.57	4.62
3	5.42	5.02	4.72	4.77
4	5.57	5.17	4.87	4.92
5	5.72	5.32	5.02	5.07
6	5.87	5.47	5.17	5.22
7	6.07	5.67	5.37	5.42
8	6.22	5.82	5.52	5.57
9	6.37	5.97	5.67	5.72
10	6.52	6.12	5.82	5.87
11	6.67	6.27	5.97	6.02
12	6.82	6.42	6.12	6.17
13	6.97	6.57	6.27	6.32
14	7.12	6.72	6.42	6.47
15	7.27	6.87	6.57	6.62

	<u>Custodian II</u>	<u>Custodian I</u>
1	5.95	6.45
2	6.10	6.60
3	6.25	6.75
4	6.40	6.90
5	6.56	7.05
6	6.75	7.25
7	6.95	7.45
8	7.15	7.65
9	7.30	7.80
10	7.45	7.95
11	7.60	8.10
12	7.75	8.25
13	7.90	8.40

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

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

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

APPENDIX B

FEB 04 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Longevity

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

- A. Eight cents (8¢) per hour will be added to the salary rate of any contracted employee who has been employed by the District for more than six (6) years, but has been employed by the District for fifteen (15) years or less.
- B. Fifteen cents (15¢) per hour will be added to the salary rate of any contracted employee who has been employed by the District for more than fifteen (15) years, but has been employed by the District for twenty (20) years or less.
- C. Twenty cents (20¢) per hour will be added to the salary rate of any contracted employee who has been employed by the District for more than twenty (20) years.

Handwritten signature/initials

The Senior District of Local final office incorporates the Article XVI and Article XIX proposals of LESA.

MOVED TO SIGNATURES

Ken Cole 6-29-87

A. Phillip Berkenhagen 6-29-87

RECEIVED

MAR 12 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Name of Case: Lodi School District
Case # 26, No. 38026, ARB-4209

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me. Further, we (do) (do not) authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

✓ 3/10/87
(Date)

✓ Gregory D. Davis
(Representative)

✓ On Behalf of: L. E. S. A.

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MAR 12 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

LODI SCHOOL DISTRICT

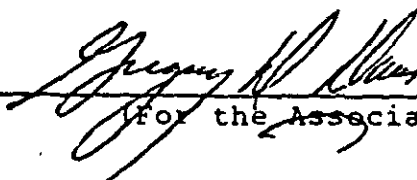
FINAL OFFER

OF THE

LODI EDUCATIONAL SUPPORT ASSOCIATION

The Association proposes the provisions of the 1985-86 Master Contract between the Lodi Educational Support Association and the Lodi School District Board of Education become the terms of the 1986-88 Master Contract, with any stipulated agreements between the parties and the following amendments hereto, and as determined by the mediator-arbitrator to be incorporated into the successor/amended agreement.

3/10/87
(Date)


(For the Association)

ASSOCIATION

*Amended
12/86*

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ARTICLE VII - INSURANCE

WISCONSIN EMPLOYMENT RELATIONS COMMISSION
WISCONSIN EMPLOYMENT RELATIONS COMMISSION

B. GROUP LIFE AND DISABILITY INSURANCE

- 2. The District will pay up to \$3.80 per month toward the cost of the group term life insurance plan and up to .0048 of the monthly salary toward the cost of long term disability insurance.

ARTICLE XVI - COMPENSATION

- 3. Employees who were employed by the Lodi School District for the 1985-86 term shall be placed onto the 1986-87 schedule with one step advancement from their 1985-86 placement.

Employees who were employed by the Lodi School District for the 1986-87 term shall be placed onto the 1987-88 schedule with one step advancement from their 1986-87 placement.

ARTICLE XIX - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1986, shall be binding upon the Board and the LESA, and shall remain in full force and effect through June 30, 1988.

MOVED ENTIRE PAGE TO STIPULATIONS

Ken Cole 6-29-87
A. Phillip Borkenhagen 6-29-87

APP

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

APPENDIX 'A

JULY 1, 1986 THROUGH JUNE 30, 1987

A.	<u>Secretary I</u>	<u>Secretary II</u>	<u>Aide</u>	<u>Special Ed Aide</u>
1	5.25	4.85	4.55	4.60
2	5.40	5.00	4.70	4.75
3	5.55	5.15	4.85	4.90
4	5.70	5.30	5.00	5.05
5	5.85	5.45	5.15	5.20
6	6.00	5.60	5.30	5.35
7	6.20	5.80	5.50	5.55
8	6.35	5.95	5.65	5.70
9	6.50	6.10	5.80	5.85
10	6.65	6.25	5.95	6.00
11	6.80	6.40	6.10	6.15
12	6.95	6.55	6.25	6.30
13	7.10	6.70	6.40	6.45
14	7.25	6.85	6.55	6.60
15	7.40	7.00	6.70	6.75

B.	<u>Custodian II</u>	<u>Custodian I</u>
1	6.10	6.60
2	6.25	6.75
3	6.40	6.90
4	6.55	7.05
5	6.70	7.20
6	6.90	7.40
7	7.10	7.60
8	7.30	7.80
9	7.45	7.95
10	7.60	8.10
11	7.75	8.25
12	7.90	8.40
13	8.05	8.55

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

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

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

apb

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

APPENDIX 'A

JULY 1, 1987 THROUGH JUNE 30, 1988

A.	<u>Secretary I</u>	<u>Secretary II</u>	<u>Aide</u>	<u>Special Ed Aide</u>
1	5.60	5.20	4.90	4.95
2	5.75	5.35	5.05	5.10
3	5.90	5.50	5.20	5.25
4	6.05	5.65	5.35	5.40
5	6.20	5.80	5.50	5.55
6	6.35	5.95	5.65	5.70
7	6.55	6.15	5.85	5.90
8	6.70	6.30	6.00	6.05
9	6.85	6.45	6.15	6.20
10	7.00	6.60	6.30	6.35
11	7.15	6.75	6.45	6.50
12	7.30	6.90	6.60	6.65
13	7.45	7.05	6.75	6.80
14	7.60	7.20	6.90	6.95
15	7.75	7.35	7.05	7.10

B.	<u>Custodian II</u>	<u>Custodian I</u>
1	6.50	7.00
2	6.65	7.15
3	6.80	7.30
4	6.95	7.45
5	7.10	7.60
6	7.30	7.80
7	7.50	8.00
8	7.70	8.20
9	7.85	8.35
10	8.00	8.50
11	8.15	8.65
12	8.30	8.80
13	8.45	8.95

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

2nd shift (4:00 p.m. - 12:00 Midnight) 12 cents per hour

3rd shift (12:00 Midnight - 8:00 a.m.) 19 cents per hour

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

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

APPENDIX B

Longevity

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

- A. Eight cents (8¢) per hour will be added to the salary rate of any contracted employee who has been employed by the District for more than six (6) years, but has been employed by the District for fifteen (15) years or less.
- B. Fifteen cents (15¢) per hour will be added to the salary rate of any contracted employee who has been employed by the District for more than fifteen (15) years, but has been employed by the District for twenty (20) years or less.
- C. Twenty cents (20¢) per hour will be added to the salary rate of any contracted employee who has been employed by the District for more than twenty (20) years.

MOVE TO STIPULATIONS

Van Lils 6-25-87

APB