

RECEIVED
MAY 30 1991

In the Matter of the Petition of
NEKOOSA EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION TO INITIATE ARBITRATION WITH
NEKOOSA SCHOOL DISTRICT

DISCONTINUED

Decision No. 26636-A

INT/ARB - 5684

Appearances - Jermit Krage, Executive Director Central Wisconsin UniServ
Counsels, for the Union

Dean R. Dietrich, Attorney at Law, for the Employer

Nekoosa Educational Support Association, hereinafter referred to as the Union, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, alleging that an impasse existed between it and the Nekoosa School District, hereinafter referred to as the Employer, in their collective bargaining and it requested the Commission to initiate arbitration pursuant to section 111.70(4)(cm) 6 of the Municipal Employment Relations Act. The Union has been and is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all regular full time and regular part time employees employed as maintenance/custodial, cleaner, secretarial, aide, and food service staff, excluding supervisory, confidential, managerial, administrative, teacher, temporary and substitute employees. In February of 1990, the parties exchanged their initial proposals on matters to be included in an initial collective bargaining agreement for the bargaining unit. Thereafter the parties met on sixteen occasions in efforts to reach an accord on a new agreement. After the Union filed its petition requesting the Commission to initiate arbitration, a member of the Commission's staff conducted an investigation that reflected that the parties were deadlocked in their negotiations. After receipt of the final offers of the parties the investigator advised the Commission that the parties remained at impasse. The Commission ordered that arbitration be initiated for issuing a final and binding award resolving the impasse involving the employees in the bargaining unit. The Commission submitted a panel of arbitrators to the parties and directed them to notify it of the name of the neutral arbitrator that they had selected. Upon it being advised that the parties had selected Zel S. Rice II as the arbitrator, the Commission issued an order on November 1, 1990 appointing him as the arbitrator to issue a final and binding award pursuant to the Municipal Employment Relations Act resolving the impasse by selecting either the total final offer of the Union or the total final offer of the Employer.

The Union represents a newly established bargaining unit that includes secretaries, aides, cooks, cleaners and custodians. It was certified in 1988. Prior to the certification in 1988, a collective bargaining agreement did exist

between the Employer and the custodians and cleaners. There was a collective bargaining agreement covering the custodians and cleaners for the 1986-87 and 1987-88 school years. There was also an agreement for the 1987-88 school year between the Employer and the secretaries. During the 1987-88 school year there were two handbooks adopted by the Employer. One handbook applied to teacher's aides and one applied to food service personnel. The handbook established policies on working conditions.

There are six separate issues for the arbitrator to determine. The Union proposes that the employees be allowed to accumulate 50 days of unused sick leave. The Employer would not have to pay for sick days used by employees prior to the 1988-89 school year who were not eligible for sick leave until the 1990-91 school year. All employees currently employed who did not receive sick leave prior to the 1988-89 school year would accumulate sick leave beginning with the 1988-89 school year and those employees who were eligible for sick leave prior to that would retain their accumulated sick leave.

The Employer's proposal would allow maintenance employees, custodians, secretarial employees and food service employees to accumulate up to 50 days of unused sick leave. Cleaners and aides, beginning in the 1990-91 school year, would be allowed to accumulate and use up to 10 days sick leave. Currently the maintenance employees, secretarial employees and food service employees are allowed to accumulate up to 50 days of sick leave and the cleaners and aides are not allowed to accumulate any. The effect of the Employer's offer is to grant a new benefit permitting the use or accumulation of 10 days of sick leave during the 1990-91 school year to the cleaners and aides.

The Union offer grants the employees the right to accumulate up to 50 days sick leave retroactive to the 1988-89 school year and allows the accumulation to increase by 9 days each year up to a total of 50 days for both cleaners and aides. In effect the Union's proposal would permit the automatic accumulation of 27 days of unused sick leave over the 3 years of the agreement by employees in the classifications of cleaners and aides and provides them with the use of sick leave each year beginning in the 1990-91 school year. The Employer's proposal would give cleaners and aides 10 days of sick leave beginning in the 1990-91 school year and they would be permitted to accumulate and carry over up to 10 days of sick leave beginning in the 1990-91 school year.

The Union's proposal would provide holidays to all regular full time, regular part time, regular full time school year and regular part time school year employees who have completed their probationary period during the term of the agreement. The custodians would continue to receive 10 holidays each year during the term of the contract and the secretaries would continue to receive 11 holidays. The cleaners would continue to receive 5 holidays during the 1988-89 school year and would increase to 8 holidays during the 1989-90 school year and 9 holidays during the 1990-91 school year. The cooks would continue to receive one holiday during the 1988-89 school year and would increase to 8 holidays in the 1989-90 school year and 9 holidays in the 1990-91 school year. The aides

would receive no holidays during the 1988-89 school year but would receive 8 holidays during the 1989-90 school year and 9 holidays during the 1990-91 school year. The Employer's proposal would continue the old benefit of 10 holidays for custodians, 11 holidays for secretarial employees, 5 holidays for cleaners, 1 holiday for cooks and during the 1990-91 school year it would add 1 holiday for the aides. The Employer's offer would grant 1 holiday to the aides during the 1990-91 school year, while the Union's proposal would bring all of the employees up to a level of at least 9 holidays by the 1990-91 school year.

The Union's health insurance proposal would provide health and dental insurance for regular full time and regular school year employees in the classification of maintenance employees, custodians, cleaners and secretarial staff eligible for coverage and vision insurance for secretaries. In the 1988-89 school year, the Employer would pay \$214.45 per month of the family health premium and \$82.94 per month of the single premium for secretaries. In the 1989-90 school year, those amounts would increase to \$258.67 per month for family coverage and \$99.68 for single coverage and during the 1990-91 school year the contributions would increase to \$306.42 per month for family coverage and \$118.85 for single coverage. The Employer would be required to contribute \$192.75 per month for family coverage and \$74.25 per month for custodians during the 1988-89 school year. In the 1989-90 school year, those amounts would increase to \$233.92 for family coverage and \$85.08 for single coverage and in the 1990-91 school year the contribution would be \$279.33 per month for family coverage and \$102.33 for single coverage. The Employer's proposal would provide health and dental insurance for regular full time and regular full time school year employees in the classifications of maintenance employees, custodians, cleaners and secretarial employees. The Employer would contribute \$900.96 per year towards the single premium and \$2,337.96 per year toward the family premium for the health insurance plan with vision coverage for secretarial employees for the 1988-89 school year and the 1989-90 school year. On July 1, 1990 the Employer would contribute \$1,081.20 per year toward the single premium and \$2,805.60 per year toward the family premium for the secretarial employees that are eligible for coverage under the plan. The Employer would contribute \$830.88 per year toward the single premium and \$2,190.24 per year toward the family premium for the maintenance employees, custodians and cleaners during the 1988-89 school year and the 1989-90 school year. On July 1, 1990 the Employer would contribute \$1,081.20 per year toward the single premium and \$2,805.60 per year toward the family premium of the maintenance employees, custodians and cleaners who were eligible for coverage under the plan. Currently the Employer contributes \$194.83 per month for the family coverage and \$75.08 per month for the single coverage for secretaries and \$182.52 for family coverage and \$69.24 per month for single coverage for the custodians and cleaners. The Union proposal increases the Employer contribution each year and establishes a different level of contribution for different classifications of employees. The Employer's proposal would continue the current contribution for the 1988-89 and 1989-90 school year and result in the same Employer contribution for all eligible employees during the 1990-91 school year.

The Unions dental insurance proposal would provide dental insurance for all regular full time and regular full time school year employees in the classifications of maintenance employees, custodians and secretarial classifications. On July 1st of the 1988-89 school year the Employer's contribution for secretaries would be \$38.22 per month for family coverage and \$12.36 per month for single coverage. During the 1989-90 school year, the Employer's contribution would increase to \$39.21 per month for family coverage and \$12.36 per month for single coverage and during the 1990-91 school year it would increase to \$42.05 per month for family coverage and \$15.75 per month for single coverage. The Employer's contribution for custodians would be \$34.03 per month for family coverage and \$11.35 per month for single coverage during the 1988-89 school year. During the 1989-90 school year, that amount would increase to \$35.35 per month for family coverage and \$12.44 per month for single coverage and in the 1990-91 school year it would increase to \$37.85 per month for family coverage and \$14.18 per month for single coverage. The Employer's proposal would make regular full time and regular full time school year employees in the classifications of maintenance employees, custodians and secretarial employees eligible to participate in the dental insurance plan. The Employer would contribute \$148.32 per year toward the single premium of secretaries and \$458.64 per year toward the family premium for the 1988-89 school year. For the 1989-90 and 1990-91 school years, the Employer would contribute \$162.24 per year toward the single premium and \$471.36 per year toward the family premium for employees who are eligible under the plan. The Employer would contribute \$136.20 per year toward the single premium and \$420.72 per year toward the family premium for maintenance and custodial employees who are eligible under the plan for the 1988-89 and 1989-90 school years. On July 1, 1990 the Employer would increase its contribution to \$162.24 per year toward the single premium and \$471.36 per year toward the family premium for those employees who are eligible under the plan. The Employer's offer continues the existing level of contributions for the 1988-89 and 1989-90 school years but makes the same contribution for each eligible employee for the 1990-91 school year. The Union's offer would continue different levels of contribution for each classification.

The Union's proposal on retirement would make regular full time, regular part time and regular full time and regular part time school year employees eligible to participate in the state retirement system and the Employer would pay a maximum of 6 percent of the employee's contribution to the state retirement fund for regular full time and regular part time employees. The Employer's proposal would make regular full time, regular part time and regular full time and regular part time school year employees eligible to participate in the state retirement system and the Employer would pay up to 6 percent of the employee's contribution for the custodians and secretarial employees. The Employer's proposal continues the current level of contribution for the secretarial employees and the custodians and the Union's proposal would extend that benefit to all classifications of employees.

The Union's wage proposal would provide a 4 percent increase for the 1988-89 school year, but the cleaners and food service employees would receive no increase and the regular aides would receive a 5¢ per hour increase. Probationary rates would be added for all aide positions and food service employees and a 12 month step would be added to the secretarial position. The proposal included a four percent increase for all employees for the 1989-90 school year and a four percent increase for the 1990-91 school year. The Employer's proposal would provide a 3 percent increase in wage rates and a 1 percent bonus payment based on projected hours for the 1988-89 school year and the same increase and bonus for the 1989-90 school year. In the third year the Employer would provide an increase of 2 percent on wages on July 1, 1990 and a 2 percent increase on January 1, 1991. Clerical aides would be paid at the licensed aide rate.

The Union's proposal for a grievance procedure would provide that the Wisconsin Employment Relations Commission appoint a member of its staff as the arbitrator. The Employer's proposal would require that the Employer submit a panel of 5 arbitrators and the parties should alternately strike names from the list until only one remains and that person would act as the arbitrator.

The Union argues that internal comparables and unionized employees within a geographic region should be given the most weight when determining the outcome of arbitration awards for educational support personnel. It points out that internal comparables provide a reasonable manner for determining equity between employees within a school district and school district educational support personnel who are unionized and are within a relatively close geographic region also constitute a viable comparable group. It asserts that the labor market within a close geographic area is more comparable than an athletic conference which has school districts that are as many as 70 miles or more apart. The Union relies on a comparable group consisting of the bargaining units of educational support personnel in the nearby school districts of Pittsville, Port Edwards, Tri-County, Wisconsin Rapids and Mid State Technical College, hereinafter referred to as Comparable Group A. It would consider the athletic conference less appropriate.

The Employer argues that the athletic conference provides the most appropriate basis for primary comparison particularly when it is comprised of school districts of similar size and economic climate within the same geographic area and in comparable municipalities. It points out that prior arbitration awards in the South Central Conference support the Employer's position that the conference schools make up the most appropriate comparable pool. It argues that the school districts are so similar that they are the only appropriate set of comparables for consideration by the arbitrator. The school districts in the South Central Conference are Baraboo, Mauston, Portage, Reedsburg and Wisconsin Dells, hereinafter referred to as Comparable Group B. Comparable Group B has an average enrollment of 1,892 students and the Employer's enrollment is 1,490.

Its average of full time equivalent teachers is 123.1 while the Employer has 88.8 teachers. Its average of school costs per student is \$3,923.00 and the Employer's cost is \$3,935.00. Its average of state aid per pupil is \$1,410.00 and the Employer receives \$1,597.00 per pupil in state aid. While these districts may be of similar size, that is about as far as the similarity extends. The school districts in Comparable Group B do not have the same economic climates and they are not in the same geographic region. The Employer's economic climate is based on industry and manufacturing and its agricultural base is limited to pulp wood trees and the cranberry industry. The other South Central Athletic Conference school district's economic health is primarily related to agriculture and the dairy industry, except for Wisconsin Dells which has a strong tourist industry. The Employer is not really in the same geographic area as the rest of the Comparable Group B. The nearest school district is nearly 30 miles away and the next two nearest districts are 50 miles away and the other two are 70 miles away. They are clearly out of the labor market of the Employer's educational support employees. The Employer considers Comparable Group A completely inappropriate because Wisconsin Rapids is much larger than the Employer and Mid States Technical College is a VTAE district. There is some validity to its position because of the difference in size, but the fact is that all three are located in the area that constitutes greater Wisconsin Rapids. Wisconsin Rapids, Port Edwards and Nekoosa are not just in the same area, but are adjoining cities. The 2,000 employees who make up the work force at Georgia-Pacific, which is the Employer's primary industry and major tax payer live in each of the three cities and more of them reside in Wisconsin Rapids than reside in Nekoosa and Port Edwards. The shopping area for all three cities as well as Pittsville is Wisconsin Rapids. All of the major retail operations in the area from which the Employer's employees as well as the Employer's taxpayers do most of their shopping are locating in Wisconsin Rapids. The Employer's work force must compete with employees in those communities when making their purchases and their wages and other working conditions should be compared to them. Very few of the Employer's employees shop in Adams Friendship, Baraboo, Mauston, Portage, Reedsburg or Wisconsin Dells and they do not compete with educational support employees in those schools when making their purchase. The Employer proposes a secondary comparable group consisting of Adams Friendship, Necedah, Pittsville and Port Edwards, hereinafter referred to as Comparable Group C. Obviously Pittsville and Port Edwards are comparable to the Employer because they are all located in the same county and do most of their shopping in the same retail stores. Many of the individuals who live in Pittsville, Wisconsin Rapids, Port Edwards and Nekoosa are employed in Nekoosa as well as in Port Edwards and Wisconsin Rapids. The arbitrator is satisfied that the wages, hours and working conditions of its educational support employees should be compared with those of Comparable Group A. All of the districts are in the same area and many residents of each of those communities work for the Employer's major industry and taxpayer. Port Edwards has the same major industry and its major taxpayer is the same as the Employer and it adjoins the Employer. Wisconsin Rapids and Mid States Technical College are both larger

municipal employers, but they are located in the same immediate geographical area with the same industrial and economic base. They all shop from the same market basket. Pittsville and TriCounty are smaller municipal employers, but they rely on the greater Wisconsin Rapids industrial base for employment and their Employees shop in the same markets. Based on this, the arbitrator finds Comparable Group A to be the most appropriate comparable group to be compared with the Employer. That is not to say that Comparable Groups B and C should be ignored. Comparable Group B consists of school districts of similar size and they are in the same athletic conference although they have altogether different economic climates. Comparable Group C merits more consideration because the schools are of similar size and Pittsville and Port Edwards are in the immediate geographical area. Adams Friendship and Necedah are some distance away from the Employer and have different economic climates. A labor market within a close geographic area is more comparable for educational support service employees than an athletic conference which has school districts many miles away such as Comparable Group B. Some of the educational support service employees in Comparable Groups B and C are not represented by labor organizations. While consideration of comparisons of relationships involving non unionized employees does have validity in some situations, the arbitrator relies heavily on comparisons with other collective bargaining relationships in making determinations involving issues that are created by and arise out of collective bargaining relationships. Comparisons between districts that have had collective bargaining agreements is more equitable than with some of the Employer's proposed comparables of districts that unilaterally set the wage rates and other conditions of employment. Accordingly the arbitrator will rely primarily on Comparable Group A for comparisons, although he will give consideration to and in some case rely on comparisons with Comparable Group B and Comparable Group C.

HEALTH INSURANCE

During the 1987-88 school year, the Employer contributed toward the health and dental insurance premiums of its secretaries, custodians and cleaners. Food service personnel and aides received no health insurance coverage. Secretaries were the only classification that received vision insurance. Both the Employer and the Union propose to continue coverage for those employees who received health insurance during the 1987-88 school year and no new or expanded insurance is proposed for any of those employees by either the Employer or the Union. The level of premium paid by the Employer for health insurance for the custodians and cleaners and the level of premiums paid for secretaries for health insurance under the Employer's final offer for the first two years does not increase, although there was an increase in the cost of the health insurance. Under the Employer's proposal the employees would be expected to pay the total increase in cost for the insurance program for both the 1988-89 and 1989-90 school years. The Employer would not increase its contribution toward the health and vision insurance program until the 1990-91 school year and then

only to less than 80 percent of the actual cost. The employees would be required to pay \$1,792.00 for family health insurance during the 1990-91 school year. Under the Union's final offer, the employees would pay 20 percent of the health insurance premium each year while the Employer would contribute 80 percent.

Employees would contribute \$919.00 per year toward the family premium. The Union points out that in prior years, the Employer has contributed toward the health insurance premium in a manner that sheltered those contributions from state and federal taxes. The Employer's proposal requiring a direct payment by the employees, would result in skimming FICA payments plus state and federal taxes off the money the employees paid toward their insurance premiums. This would result in an additional cost liability for the employees totaling 26 percent. The reduction in the percentage of health insurance premiums paid by the Employer would erode the level of take home pay of each employee. The Employer argues that its proposal would continue the current contribution rate for the 1988-89 school year for the secretaries and custodians and cleaners. It would contribute \$194.83 per month toward the family premium of secretaries and \$75.08 per month for the single premium for the 1988-89 and 1989-90 school years. Its contribution for the family premium for custodians would be \$182.52 per year for the 1988-89 school year and the 1989-90 school year and it would contribute \$69.24 toward the single premium for each of the two years. In the 1990-91 school year, the Employer would contribute \$233.80 per year toward the family premium of both secretaries and custodians and \$90.10 per month toward the single premium. The Union's proposal would result in an Employer contribution for the secretaries of \$214.45 per month for the family premium and \$82.94 per month for the single premium during the 1988-89 school year. In the 1989-90 school year the contribution would increase to \$258.67 per month for the family premium and \$99.68 for the single premium. In the 1990-91 school year, the Union's proposal would require the Employer to contribute \$306.42 per month for the family premium and \$118.85 per month for the single premium. The Employer's contribution toward the custodians' family coverage would be \$192.75 for the family premium in the 1988-89 school year and \$74.25 per month for the single premium. In the 1989-90 school year the Employer's contribution would increase to \$233.92 per month for the family premium and \$85.08 for the single premium. In the 1989-90 school year, the Union's proposal would require the Employer to contribute \$279.33 per month toward the family premium of custodians and \$102.33 toward the single premium. By the 1990-91 school year, the Employer's proposal would require it to contribute the same amount for the custodians and the secretaries while the Union's proposal would continue the varying rate structure that existed during the 1987-88 school year.

In the 1987-88 school year the Employer provided dental insurance to the secretarial and custodial staff and food service employees, aides and cleaners were not covered. Both the Employer's final offer and the Union's final offer would continue to exclude the food service employees, aides and cleaners from the dental program. The Employer's proposal would pay \$38.22 of the family premium and \$12.36 of the single premium for dental insurance during

the 1988-89 school year and \$39.28 per month toward the family premium and \$13.52 toward the single premium for the 198-89 school year. It would pay \$35.06 per month toward the family premium of the custodian and \$11.35 per month toward the single premium for the 1988-89 and 1989-90 school years. In the 1990-91 school year, the Employer would pay \$39.28 toward the family premium and \$13.52 toward the single premium for both secretaries and custodians. The Union's proposal would require the Employer to pay \$38.22 toward the family premium and \$12.36 toward the single premium of the secretaries during the 1988-89 school year. It would pay \$34.03 toward the family premium and \$11.35 per month toward the single premium for the custodians. In the 1989-90 school year, the Union's proposal would require the Employer to pay \$39.21 toward the family premium of secretaries and \$12.36 per month toward the single premium and for custodians it would pay \$35.35 for the family premium and \$12.44 towards the single premium. In the 1990-91 school year, the Union's proposal would require the Employer to contribute \$42.05 per month toward the family premium of the secretaries and \$15.75 toward the single premium and it would contribute \$37.85 per month toward the family premium of custodians and \$14.18 toward the single premium.

The Employer's proposal results in the same dental premium contribution and health insurance premium contribution by the Employer for secretaries and custodians by the 1990-91 school year and would establish uniformity in the Employers contribution toward insurance by the 1990-91 school year. The Union's proposal would require the Employer to pay 80 percent of the health and dental insurance premiums each year. There were increases in the premium for health insurance during the 1988-89 and 1989-90 school years, but the Employer's proposal would continue to make the same level of contribution toward the cost of that insurance during both of those years. In the 1989-90 school year, it would increase its contribution toward the health insurance to cover part of the increase in the cost of it. Under its proposal, the Employer's contribution would decline from the percentage of the premium it paid in the 1987-88 school year to less than 80 percent by the 1990-91 school year.

No school district in Comparable Group A pays less than 90 percent of the premium for full time employees except Wisconsin Rapids which only pays 85 percent of the family plan. It is difficult to justify such a decline in three years of the percentage of the health insurance premium paid by the Employer when there has been an increase in the cost of the insurance. The current pattern of settlements requires a contribution by the employees toward the health insurance premium, but increasing that contribution to more than 20 percent in a 3 year period in the face of rising insurance premiums does not fit the pattern. Neither the Employer's proposal nor that of the Union, would provide health and dental insurance to any employees other than the secretaries and the custodians so the Employer is not exactly expanding the benefit. Its proposal would increase the amount but not the percentage that it contributes toward the health and dental insurance premiums, but it does not expand the benefit to cover any

additional employees. The Employer would contribute the same amount toward insurance for both the secretaries and custodial employees which creates uniformity with respect to health and dental insurance. The Union's proposal has the disadvantage of having different levels of contribution by the Employer for the two classifications. However it would require the Employer to pick up more of the increase in premium cost. The arbitrator finds the Union's proposal with respect to health insurance to be more acceptable than that of the Employer and more consistent with the pattern of contributions by those school districts where the educational support employees are represented by a labor organization.

SICK LEAVE

The Union points out that the Employer provides sick leave to all of its employees except for cleaners and aides. It argues that this long term policy is discriminatory. The Union's proposal would permit cleaners and aides to accumulate 9 days sick leave per year for the 1988-89, 1989-90 and 1990-91 school years. They could eventually accumulate up to 50 days sick leave. The Employer would be under no obligation to pay retroactively for any time missed by employees due to illness during the 1988-89 and 1989-90 school years. The sick leave for those years would merely accumulate and be part of the employees sick leave bank. The Employer would be required to give sick leave when employees are ill during the 1990-91 school year. Its proposal would continue the sick leave benefits for the secretaries, custodians and food service personnel at the same level. The Employer's final offer provides no sick leave for the aides and cleaners for the first two years of the agreement. Beginning with the 1990-91 school year, the aides and the cleaners would be provided with 10 days sick leave that could be accumulated up to a total of 10 days. Both the Union and the Employer agree that the total number of sick days that could be accumulated by the custodians, secretaries and food service employees would be 50 days. The Union argues that the Employer is not giving its cleaners and aides equity with respect to sick leave when it refuses to let them accumulate sick leave for the 1988-89 and 1989-90 contract years. It asserts that those accumulations would have no immediate cost to the Employer and might not ever cost the Employer anything. It argues that the cleaners and aides should have the same level of accumulation as the other employees. The Employer concedes that it is unlikely that all of the Employer's cleaners and aides will use all of the accumulated sick leave within the first year, but contends that the relative value of that benefit should not be discounted. It asserts that its proposal provides for the establishment of a new benefit with a small accumulation and an opportunity for the benefit to grow. The Employer takes the position that it is a fair and reasonable way to incorporate a new benefit into the agreement. It takes the position that it is not consistent with good public policy to let the cleaners and aides accumulate sick leave for the 1988-89 and 1989-90 contract years even though those employees would not be able to utilize that sick leave during those years. The Employer contends that the Union is demanding so many new benefits that it cannot grant them all.

The arbitrator can find nothing in the comparables that would support the Employer's position to provide a different level of accumulation of sick leave to its cleaners and aides than it provides to its other employees. Uniformity of fringe benefits among all of an Employer's employees is desirable from an Employer's point of view because it prevents whipsawing and it provides equity to the employees. The Employer's argument that the Union would force the district to grant the full benefit in one year is not valid. This is a three year agreement and the proposal only permits the cleaners and aides to accumulate sick leave during the first two years of the agreement. It is not until the third year of the agreement that they can use any sick leave. The school districts in Comparable Group B provides aides and cooks with sick leave accumulation ranging from 40 days up to 100 days and the school districts in Comparable Group C provide those classifications with sick leave accumulation ranging from 70 days up to 120 days. Obviously the Union's proposal of 50 days accumulation of sick leave for cleaners and aides is more comparable to Comparable Groups B and C, than the Employer's proposal of 10 days accumulation of sick leave. The internal comparables of the Union are exactly the same as its proposal while the Employer's proposal is one-fifth of the sick leave accumulation benefit provided to its other educational support service employees.

The Employer produced no comparables to support its position that would deny accumulation of sick leave to the cleaners and aides during the first two years of the agreement. According the arbitrator finds the Union's phase in proposal with respect to sick leave to be more reasonable and acceptable then that of the Employer.

RETIREMENT

Another area of dispute is the employee share of the retirement contribution. The Employer proposes maintaining the status quo with secretaries and custodians receiving a 6 percent contribution by it. The Union is proposing that all employees, whether full time or part time, twelve month or school year, receive a 6 percent employee share contribution by the Employer. This would be a new benefit to the food service employees, aides and cleaners. The Employer's proposal would require the lowest paid classifications in the bargaining unit to pay their own contributions to the state retirement system while the higher paid employees would continue to have their contributions paid by the Employer. The Union's proposal would be phased in to the retirement system. The cost of the new benefit would be partially offset by a freeze in the wage rates for special education aides, cooks and cleaners and a 5¢ per hour increase for regular education aides. The Employer argues the Quid Pro Quo is inadequate when viewed in terms of cost to the Employer. The total dollars on wages foregone by the aides, cooks and cleaners in exchange for a retirement, would be \$8,197.29. The Employer argues that the Union's proposal does not begin to cover the additional expense of \$13,562.00 that the Employer would have to shoulder in the first year of this contract. It contends that it should not be put in the position of

shouldering the burden of the additional retirement contribution in a single year. The total cost of the Union's proposal for retirement over the three years of the agreement would be \$42,817.00.

The arbitrator agrees that the Union's proposal for the employees retirement contribution is very expensive. The cost of providing equity to the food service employees, aides and cleaners is very high and the Union has only foregone a wage increase for only one year as a Quid Pro Quo for this new and expensive benefit. As the Employer suggested, a more gradual phase in of the benefit would have been appropriate. However the Employer does not propose any phase in at all during the term of this agreement. It would maintain the status quo and continue the food service employees, aides and cleaners in the second class status that requires the lowest paid employees to pay their own contribution to the retirement system while the Employer continued to provide that benefit to the highest paid classifications in the bargaining unit. The need for catch up in the area of retirement contribution is very evident.

The arbitrator finds the Union's proposal matches the Employer's internal comparables exactly. The benefit is expensive but the Union is foregoing a first year wage increase for those employees who will be receiving that fringe benefit for the first time and that will ease some of the financial pain. Accordingly, the arbitrator finds the Union's proposal on the issue of retirement to be more reasonable than that of the Employer.

HOLIDAY PAY

The Employer has provided holiday pay to some employees but not to others. In the 1987-88 contract year, the aides were not provided with holiday pay and food service personnel received one holiday. Custodial employees received 10 holidays, secretaries received 11 holidays and cleaners received 5 holidays. The Employer's proposal would give the aides one holiday for the 1990-91 school year as a new benefit in the final year of the three year contract. The Union proposes to increase the number of holidays for the cleaners, cooks and aide positions. It would provide a phase in of the additional benefits. In the 1988-89 school year, the cleaners would still receive 5 holidays, but in the 1989-90 school year they would receive 8 holidays and in the 1990-91 school year they would receive a total of 9 holidays. The four additional holidays would be phased in over the three year period. The Union's proposal would continue to provide the cooks with one holiday in the 1988-89 school year, but in the 1989-90 school year they would be given 8 holidays and in the 1990-91 school year they would be given 9 holidays. The 8 additional holidays per year would be phased in over the three years of the collective bargaining agreement. The Union's proposal would continue the current status of the aides with no holidays during the 1988-89 school year, but in the 1989-90 school year they would receive 8 holidays and in the 199-91 school year they would receive 9 holidays. A total of 9 additional holidays for the aides would be phased in over the

three year period of the proposal. The Employer points out that the average number of holidays for aides in Comparable Group B is 3.2 days per year and contends that its proposal of 1 holiday per yer is much closer than the Union's proposal of 9 holidays. It ignores Comparable Group C where the average number of holidays per year for aides is 6.1. The Employer asserts that the average number of holidays for cooks in Comparable Group B is 1 and that is the amount that the cooks would receive under the its proposal. Actually the average for cooks in Comparable Group B is 4 and in Comparable Group C it is 6.1. The Employer asserts that the Union's proposal of 9 holidays for the cooks is far out of line when compared to Comparable Group B. The Employer argues that the Union cannot justify giving the aides and cooks 9 holidays when the comparables do not support the excessive benefit sought by the Union. The Union points out that the cooks in the school districts in Comparable Group A receive holidays ranging from four and five tenths to eleven days. The average number of holidays for aides, food service employees and cleaners in Comparable Group A in the 1989-90 and 1990-91 school years is 10 days. It points out that its proposal would provide holidays much closer to the average of Comparable Group A than the Employer's proposal.

The Employer argues that there is no justification for giving the aides and cooks 9 holidays when the comparables do not support it. It asserts that it would cost more than \$8,800.00 to implement the Union's demand. Actually \$8,800.00 is the total cost over the three years of implementing the Union's demand.

The Union's holiday proposal is expensive. However, the fact is that the Employer's cooks and aides lag well behind the averages in any of the three comparable groups and well behind the Employer's own internal comparables. The Union's proposal would place its cooks and aides well above the average of the three comparable groups, but the Employer's proposal leaves them far behind and in a position that is something less than equitable. The Union's proposal would phase in the increases in holidays over the three year period. It adds up to a total cost of more than \$8,800.00 over the three years and that is a substantial additional bite for the Employer to swallow for an issue like holidays. The arbitrator is unwilling to find either proposal more reasonable than the other. They both have defects. The Employer lags well behind the average number of holidays in the comparable groups for cooks and aides and the Union's proposal would place them well above the average. It is an expensive item even when phased in over three years. Neither proposal is more acceptable to the arbitrator than the other and this arbitration will not turn on the issue of holidays.

SELECTION OF ARBITRATORS

The Employer's offer provides for the selection of an independent arbitrator rather than to have one appointed by the Commission from its staff. It argues that due to the large number and frequency of grievances filed by the Union in the past, it is in the Employer's best interest to have the option of selecting

an arbitrator from an independent panel. It contends that the Union's offer sets the stage for unrestrained grievances without a deterrent to motivate the Union to process only legitimate grievances. The Employer asserts that the past record of the Union caused it to be skeptical of any suggestion that it will not process any and all disputes to the arbitrator. The Union points out that in the six collective bargaining agreements in Comparable Group A, four provide for the arbitrator to be appointed by the Commission from its staff while two districts provide for the selection of the arbitrator through a panel. It contends its final offer is more comparable to the existing collective bargaining agreements of the Regional School Districts. The Employer's position was primarily based on its assertion that the Union has a record of bringing a multiplicity of frivolous grievances. It points out that during the course of the 1986-87 and 1987-88 contract years the Employer experienced nine grievances that were all disposed of with a single arbitration at a single hearing and the Employer prevailed on all of the issues. It would seem to the arbitrator that nine grievances in a two year period is not particularly excessive in a new collective bargaining relationship. Since they were all disposed of with one hearing and the Employer prevailed on all of the issues, it could not have been seriously inconvenienced by the fact that the arbitrator was appointed by the Commission from its staff rather than having the parties select one from a panel. The number of grievances filed does not affect the manner in which the arbitrator is selected. It does impact on the number that go to arbitration. The real issue is whether the Union and the Employer should be required to pay for an arbitrator or whether they should get free arbitration from the state. Obviously the Union is less able than the Employer to shoulder the cost of an arbitration. The fact that the Union would have to pay part of the cost of an arbitrator, might be some deterrent to bringing a grievance before an arbitrator, but it will do so if the issue is important enough to it. As a panel arbitrator who makes his living by being selected by the parties, this arbitrator knows that his colleagues on the panel would hang him for the nearest tree if he should endorse the concept of an arbitrator appointed from the Commission's staff over the selection of a paid arbitrator from a panel. This arbitrator is satisfied that either way, the parties get a proper disposition of the issue and he is not convinced that there has been an abuse of the process by one arbitration hearing disposing of nine issues over a two year period. The arbitrator does not find either proposal to be more reasonable than the other even though the Comparable Group A pattern supports the Union's position. Accordingly the arbitrator finds neither proposal to be more acceptable than the other and this arbitration will not turn on the issue of the method of selecting an arbitrator.

WAGES:

In the 1988-89 contract year, the Employer offers a three percent wage increase plus a one percent bonus to all employees, while the Union proposes a four percent increase but cleaners, special education aides and food service employees would receive no increase that year and regular education aides would receive a 5¢ per hour increase in order to help phase in the additional cost

resulting from its proposal on retirement. In the 1989-90 contract year the Employer would again offer a three percent wage increase plus a one percent bonus, while the Union proposes a four percent increase. In the 1990-91 contract year, the Employer proposes a two percent increase on July 1, 1990 and a two percent increase on January 1, 1991 while the Union proposes another four percent for the year. The proposals appear to be very similar, but there is a substantial difference. The Union's proposal would result in a four percent wage increase and a four percent lift in the employee's salary each year. The Employer's proposal would offer each employee a four percent increase for the 1988-89 school year. However there would be no four percent lift on which the three percent wage increase and the one percent bonus for the 1989-90 school year were computed nor would there be a lift of four percent on which the 1990-91 contract year proposal of the Employer is computed. The Employer's 1990-91 proposal would provide a four percent lift to each employee, but they would only receive a three percent increase in actual wages that year. The Employer contends that its proposal places the bargaining unit in a more favorable position than the Union's proposal when the rates for the 1990-91 contract year are considered. It points out that the secretary and custodian positions already receive an above average wage and the Union's offer only serves to widen that gap, while the remainder of the positions would receive average or below average wages. It contends that its offer should be preferred because it provides uniformity and maintains or improves the wage positions for appropriate classifications. The Employer argues that its final offer exceeds that of the City of Nekoosa and Wood County. The city gave its employees a 1 percent increase in 1990 and a 2½ percent increase in 1991 while the county gave its employees 2 percent on January 1st in 1990 and another 3 percent on July 1, 1990 for a total of 5 percent. It provided the same increase in 1991 for its employees. Georgia Pacific is the primary employer in the immediate area and it gave its maintenance a 2½ percent increase in 1990 and a 2½ percent increase in 1991. Its production employees received a 2½ percent increase for 1990 and it was still negotiating their 1991 increase at the time of the hearing. The Employer argues that these wage settlements are lower than its proposed wage increase to its educational support staff. It asserts that the increase in wages received by its staff will be above and beyond what private sector employees are receiving. The Union contends that its proposal would provide its secretaries with the third from the lowest wage in Comparable Group A and the Employer's proposal would leave it tied for second to the lowest. Port Edwards and Wisconsin Rapids pay its secretaries well above what either the Union or the Employer proposed. In the 1989-90 school year, the Union's proposed increase of 4 percent would be slightly higher than the percentage increases for the other schools in Comparable Group A that have reached agreement and the Employer's proposal would lag about 1 percent behind. The wage rates of its secretaries would be the next to the lowest of the school districts in Comparable Group A that have reached agreement for the 1989-90 contract year and well behind that of Port Edwards and Wisconsin Rapids. In the 1990-91 school year, the Union's proposal of a 4 percent increase would be the lowest increase in Comparable Group A and the Employer's proposal of 2 percent on July 1st and 2 percent on

January 1st would be even lower. Neither the Employer's proposal or the Union's proposal would result in wages for secretaries being below Port Edwards, Wisconsin Rapids and Tri-County which are the only other school districts in Comparable Group A that have reached agreement for the 1990-91 contract year. The Union's proposal for 1988-89 provides no increase for cleaners that year while the Employer proposes a 3 percent increase plus a 1 percent bonus. The Union's proposal would provide its cleaners with the lowest wage rate in Comparable Group A for the 1988-89 school year and so would the Employer's proposal. The Union's 1989-90 proposal of a 4 percent increase would be slightly below the average increase in Comparable Group A and the Employer's proposal of a 3 percent increase plus a one percent bonus would be about the same. The Union's proposal would provide its cleaners with the lowest wage rate in Comparable Group A and so would the Employer's proposal. In the 1990-91 school year, the Union's proposal of a 4 percent increase and the Employer's proposal of two 2 percent increase during the year would be just below the average in Comparable Group A. The Union's proposal would provide its cleaners with a 1990-91 salary of \$6.28 per hour and the Employer's proposal would result in an increase to \$6.54 per hour. Either proposal would result in the Employer's cleaners receiving the lowest wage in Comparable Group A. The Union's proposal would provide its food service with the lowest wage in Comparable Group A and the Employer's proposal would provide a somewhat larger wage, but it would still be the lowest in Comparable Group A. In the 1990-91 school year, the Union's proposal would provide its food service employees with a 4 percent increase and the Employer's proposal would provide a 3 percent increase with a 1 percent bonus payment. Either proposal would leave the Employer's food service employees with the lowest hourly wage in Comparable Group A. The increase proposed by the Union and the Employer would be about the same as the average in Comparable Group A. The Union's proposal would provide its food service employees with a 4 percent increase in 1990-91 school year and the Employer's proposal would provide them with two 2 percent increases. The proposals would be somewhat below the average of the two school districts in Comparable Group A that have reached agreement for that year. Either the Employer's proposal or the Union's proposal would result in the food service employees receiving the lowest hourly wage in Comparable Group A. The Employer's proposal of a 3 percent increase plus a 1 percent bonus for the 1988-89 contract year or the Union's proposal of 5¢ per hour increase would result in its aides receiving the lowest wage rate in Comparable Group A. The Union's 1989-90 proposal of a 4 percent increase and the Employer's proposed 3 percent increase and 1 percent bonus would be about the average in the increases in Comparable Group A. Either proposal would leave its aides with the lowest hourly wage rate in Comparable Group A. The Union's 1990-91 increase of 4 percent and the Employer's proposal of two 2 percent increases are somewhat below the average in Comparable Group A and either one would leave its aides with the lowest hourly wage in Comparable Group A. The Union's 1989-90 proposal of a 4 percent increase and the Employer's proposal of a 3 percent increase and a 1 percent bonus for custodial employees is about the average in Comparable Group A. Either proposal would provide its custodial employees with a wage rate that would rank third in Comparable Group A and would be slightly above the average.

The Employer and the Union would propose the same increases for the 1989-90 school year and the custodial employees increase would be about 1 percent below the average increase for that year in Comparable Group A and the wage rate would be third from the lowest and close to the average. In the 1990-91 school year the Employer's proposal of two 2 percent increases and the Union's proposal of a 4 percent increase would provide its custodial employees with about the average lift increase in Comparable Group A. Either the Employer's proposal or the Union's proposal would provide its custodians with a wage rate close to the average in Comparable Group A. The Union's primary criticism of the Employer's proposal on wage increases is that the 1 percent bonus added to a minimal wage increase is not comparable to the increase experienced by the employees in Comparable Group A. It asserts that the Employer is attempting to prevent an accumulative wage increase and this results in a deterioration of the employees wage. The Union points out that the Employer's wage rates are average or below average in almost every classification and implementation of the Employer's wage proposal would drive them farther behind. It asserts that the Employer's proposed split wage increase for the 1990-91 school year actually results in the employees receiving a 3 percent increase rather than a 4 percent increase. The Employer asserts that the 2½ percent increase in 1990 and 2½ percent increase in 1991 paid by Georgia Pacific supports adoption of its offer. It takes the position that the Union's proposed increases cannot be justified in the face of the Georgia Pacific increase. It argues that the increases given by the City of Nekoosa and Wood County are more in line with the Employer's proposal than the Union's proposal. The Employer takes the position that it would not be fair for the community to shoulder an additional tax burden to pay for an increase in wages that is well beyond what other public sector and private sector employees are receiving. The Employer compares the two proposals and the results they produce with the wage rates in Comparable Group B. By the 1990-91 school year, the Employer's proposal would produce a maximum wage for secretaries of \$8.59 per hour, while the Union's proposal would result in an \$8.76 per hour wage for them. The average in Comparable Group B is \$8.40. The Employer's offer would produce a maximum of \$6.11 per hour for aides by the 1990-91 school and the Union's proposal would result in a maximum of \$5.87. The average 1990-91 maximum rate for aides in Comparable Group B is \$7.20 per hour. The average maximum rate for special education teachers in the 1990-91 school year in Comparable Group is \$7.10 an hour while the Employer's proposal would result in a maximum wage of \$6.40 and the Union's proposal would result in \$6.16. The average 1990-91 maximum rate for cleaners in Comparable Group B is \$7.53 per hours. The Employer's proposal would pay the cleaners a maximum rate of \$6.54 that year, while the Union's proposal would be \$6.28 per year. The average maximum rate for custodians in Comparable Group B for the 1990-91 contract year is \$9.32 an hour. The Employer's proposal would produce a maximum rate that year of \$11.27 an hour while the Union's proposal would result an \$11.47 per hour rate. The average maximum rate for servers in Comparable Group B in the 1990-91 school year is \$6.11 per hour. The Employer's proposal would result in a \$6.11 per hour maximum rate that year, while the Union's proposal would result in a \$5.87 per hour maximum rate. The average maximum rate for cooks in Comparable Group B

in the 1990-91 school year is \$7.56 per hour. The Employer's proposal would result in a maximum rate that year of \$6.77 and the Union's offer would result in the maximum rate of \$6.51 per hour.

The Employer's assertion that its secretaries and custodians already receive an above average wage and the Union's offer would widen the gap with other employees has validity. It is also correct in pointing that the remainder of the positions receive average or below average wages. Its offer does have the desirable result of providing more improvement in wages for its lower paid classifications who are receiving wages at the average or below average than the Union's proposal. It is the most desirable feature of the Employer's wage proposal. However, it ignores the fact that the Union has chosen to continue to receive wages below the average for its lower paid positions in order to free up Employer funds to provide some classifications with retirement benefits similar to those received by the other employees of the Employer and the other municipal employees in the comparable groups. The Employer's proposal has the undesirable feature of providing bonuses of 1 percent during each of the first two year rather than including that amount in the wage rate which would be cumulative and keep the Employer's wages from falling behind the wages of employees in the comparable groups. The bonus feature of the Employer's proposal creates an illusion that it would provide the same increase as the Union's proposal. However over a three year period that illusion disappears when the wages in the final year result in a substantially smaller increase in the rate over a three year period than would result from the Union's proposal. The Employer's custodians and secretaries are well paid now when compared to the comparable groups, but its other employees are not and their wage rates should will deteriorate and fall further behind employees performing similar work in the comparable groups if the Union's proposal is implemented. The Employer objects to the Union's proposal because "the rich get richer and poor get poorer." There is some truth to that assertion, but it ignores the fact that the Union has elected to do without a substantial wage increase for the lowest paid classifications during the first year of the agreement as a trade off for the Employer's contribution toward retirement. Even with "the rich get richer and the poor get poorer" feature of the Union's proposal, it is better than the Employer's proposal where everyone gets poorer and the lowest paid classifications would have to do without the Employer's pick up of the employees contribution toward retirement. The Union's final offer of a 4 percent increase on wage rates for the custodial and secretarial staff is comparable to the wage increases experienced by the surrounding school districts and falls in line with the increase in the cost of living which was 4.1 percent in 1988, 4.8 percent in 1989 and 5.4 percent in 1990. Wisconsin personal income growth for 1989 was 7.7 percent and 5.4 percent in 1990. The rate of growth for 1991 is predicted to be about 6 percent. The Union's proposed wage increases of 4 percent per year is well below the personal income growth percentage and in line with the increases in the CPI and the wage increases of the comparable groups.

The arbitrator is satisfied that the Union's proposal on wages better meets the criteria set forth in the statutes than the proposal of the Employer. It

does have the undesirable feature of providing no increase for the lowest paid classifications during the first year, but it is far better than the Employer's proposal on wages which would result in an inequity for all classifications during the first two years of the agreement.

DISCUSSION

The Union's overall proposal comes closer to meeting the statutory criteria than that of the Employer. It comes closer than the Employer's proposal to Comparable Group A on almost every issue and it provides for a wage increase that falls within the pattern established by the increase in the cost of living. It addresses those issues in dispute where the Employer was deficient. Perhaps the most glaring deficiency in the Employer's proposal is its failure to offer to pay the employee's share of the contribution toward retirement for its lowest paid classifications. No evidence was presented in the hearing that would indicate there was one school district in any of the comparable groups that did not pay the employee's share of the retirement contribution. All of the Employer's other employees have their contribution toward retirement paid by the Employer. It is no more than fair for the Employer to pay the employee's contribution toward retirement for its lowest paid classifications. There can be no justification for doing it for the rest of its employees and not doing it for those employees at the bottom of the wage scale. This is no evidence that there is a school district in any of the comparable groups that does not pay the employee's share of the contributions toward retirement. It is an expensive item for the Employer to shoulder, costing over \$42,000.00 for the three year period. The Union's proposal has made the cost a little less severe by foregoing a 1989-89 wage increase for those employees for whom the Employer would be paying the employee's contribution toward retirement for the first time. Its health insurance proposal requires the employees to make a contribution toward the cost of their health insurance premiums and pick up part of the increase in the premiums. The Union's proposal requires the employees to make a larger contribution toward the cost of health and dental insurance than most of the employees in any of the comparable groups. Its proposal with respect to sick leave does little more than the Employer's proposal except to let the employees in those classifications who have not been provided health insurance in the past accumulate sick leave during the first two years of the agreement even though they would not be allowed to use it until the third year of the agreement. It also does equity by providing all classifications with the right to accumulate the same amount of sick leave. The Union seems to have reached a little bit too far with its proposal for holidays and it does have a substantial cost. The only justification for the Union's proposal with respect to holidays is that it does address the inequitable treatment of aides, food service employees and cleaners with respect to that particular fringe benefit.

The issues of holidays and retirement are the only issues that result in a substantial cost difference between the Employer's proposal and the Union's pro-

posal. They have a cost of about \$50,000.00 over the three years of the agreement. The Union has given back some of that cost by waiving what might have been expected to be a normal wage increase for certain classifications during the first year of the agreement and that saves the Employer more than \$8,000.00.

The Employer argues that the Union's proposal asks for "too much too soon." The arbitrator can only say that the Employer has paid too little for too long and allowed the wages and fringe benefits of the members of the bargaining unit except the secretaries and custodians to fall well behind the levels in the comparable groups. Internal inequities have developed among the Employer's own employees that should not stand and must be addressed.

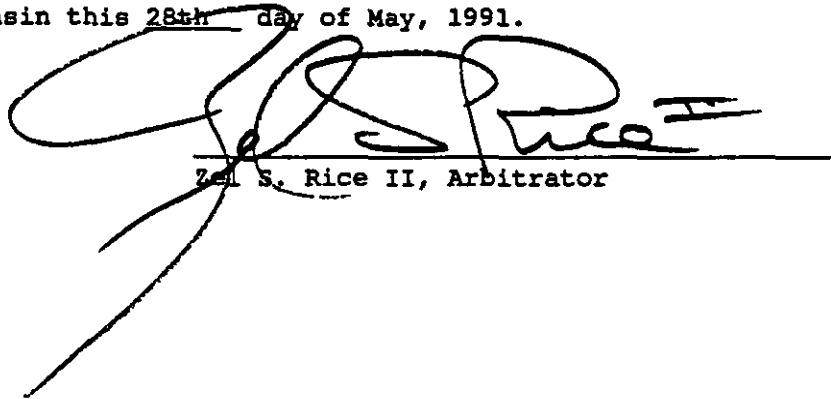
The Employer's local economy consists primarily of manufacturing industries and more than 95 percent of all persons employed in manufacturing in the school district are employed by Georgia Pacific. It points to the many changes that have taken place since Georgia Pacific took over the paper mill from its predecessor and the subsequent lay offs and turmoil that has resulted. It points to the fact that the Georgia Pacific employees only received a 2½ percent increase in 1990, but it does not mention the level of wages or the fringe benefits that those employees have received. It is speculation but the arbitrator is satisfied that Georgia Pacific employees receive a substantially higher wage and level of fringe benefits than the Union's proposal would provide for the bargaining unit. The evidence indicates that Georgia Pacific has made a firm commitment to the community and is making every effort to strengthen the company. Those employees who experienced employment changes were offered early retirement, job reassignment within the area or job opportunities at other facilities of the company. The building industry in the school district has been booming. In one township, 25 to 30 homes have been going up annually which has created new jobs as well as additional tax base for the Employer. The cranberry industry which is the major agricultural industry is experiencing record earnings. The paper mill economy in general is very strong and its employees are well paid. In the face of those facts, there is no basis for requiring the Employer's lowest paid classifications to pay a larger share of their health and dental insurance than the comparable groups and to receive no sick leave or fair allocation of holidays and still pay their own retirement. Those classifications have been receiving a substandard wage for some time and the proposal of the Union will still leave them with substandard wages although it will equalize some of the fringe benefits. The total average cost per year of the Union's proposal, including wage increases, phase in of some benefits, maintaining the Employer's contribution toward the insurance premiums for those employees who receive insurance and all other roll ups is \$26,646.66. This is an average total package increase per employee of \$526.00 per year which is a substantial amount, but that it what must be done by the Employer to eliminate the inequitable treatment of its food service employees, cleaners and aides.

It therefore follows from the above facts and discussion thereon that the undersigned renders the following

AWARD

After full consideration of the criteria set forth in the statutes and after careful and extensive evaluation of the testimony, arguments, exhibits and briefs of the parties, the arbitrator finds that the Union's final offer more closely adheres to the statutory criteria than that of the Employer and directs that the Union's proposal contained in Exhibit A be incorporated into the collective bargaining agreement as a resolution of this dispute.

Dated at Sparta, Wisconsin this 28th day of May, 1991.



Zel S. Rice II, Arbitrator

Union

EXHIBIT A

REC'D
SEP 06 1990
WERC

Name of Case: School District of Nekoosa
Case 38 NO. 44067 INT/ARB-5684

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.

September 6, 1990
(Date)

Jermitt Krage
(Representative)

On Behalf of: NEKOOSA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

FINAL OFFER

OF THE

NEKOOSA EDUCATION SUPPORT PERSONNEL ASSOCIATION (NESPA)

RECEIVED
SEP 13 1990

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Below is the final offer of the NESPA on issues ~~not~~ in dispute.

All others have been resolved and are attached.

(See Tentative Agreement)

ARTICLE VI - GRIEVANCE PROCEDURE

Paragraph C - ARBITRATION - add second paragraph to read as follows:

C. ARBITRATION

Upon receipt of the notice of request for arbitration, the parties shall jointly request the Wisconsin Employment Relations Commission to appoint a member of its staff as the arbitrator.

ARTICLE X - LEAVES

B. SICK LEAVE

Paragraph 3 to read as follows:

- 3. Employees may be allowed to accumulate a maximum of fifty (50) unused sick leave days. The District does not have to pay for sick days used by employees who prior to the 1988-89 school year were not eligible for sick leave until the 1990-91 school year. All District employees who are currently employed by the District but did not receive sick leave prior to the 1988-89 school year, will have accumulated sick leave days pursuant to this Article for the period of employment with the District beginning with the 1988-89 school year. Those employees who were eligible for sick leave prior to 1988-89 will retain their accumulated sick leave.

JH

ARTICLE XI - HOLIDAYS

A. All regular full-time, regular part-time, regular full-time school year and regular part-time school year employees covered by this Agreement who have completed their probationary period will be eligible for the following holidays with pay for their respective position; pursuant to Table I.

TABLE I

<u>HOLIDAYS</u>	<u>1988-89</u>				<u>1989-90</u>					<u>1990-91</u>				
	CUSTODIANS I	SECRETARIES	CUSTODIANS II	COOKS	CUSTODIANS I	SECRETARIES	COOKS	CUSTODIANS II	AIDES	CUSTODIANS I	CUSTODIANS II	SECRETARIES	COOKS	AIDES
JULY 3-4 (or 5th)	X				X					X	X			
LABOR DAY	X	X	X	X	X	X	X	X	X	X	X	X	X	X
THANGSGIVING DAY	X	X	X		X	X	X	X	X	X	X	X	X	X
DAY AFTER THANKSGIVING	X	X			X	X	X	X	X	X	X	X	X	X
CHRISTMAS EVE DAY	X	X	X		X	X	X	X	X	X	X	X	X	X
CHRISTMAS DAY	X	X	X		X	X	X	X	X	X	X	X	X	X
NEW YEAR'S DAY	X	X	X		X	X	X	X	X	X	X	X	X	X
GOOD FRIDAY	X	X			X	X	X	X	X	X	X	X	X	X
MEMORIAL DAY	X	X			X	X	X	X	X	X	X	X	X	X
DECEMBER 26th		X				X						X		
DECEMBER 31st		X				X						X		
MONDAY AFTER EASTER		X				X						X	X	X

ARTICLE XII - INSURANCE

A. HEALTH

Effective July 1 of each year the District shall contribute the amounts as listed below for single and family premiums for health insurance plan provided to regular full-time and regular school year employees in the classification of Maintenance/Custodian, Cleaners and Secretarial Staff who are eligible for coverage under the plan.


<u>(SECRETARIES)*</u>	<u>1988-87</u>	<u>1989-90</u>	<u>1990-91</u>
Family	2,573.35	3,104.06	3,676.99
(monthly)	214.45	258.67	306.42
Single	995.32	1,196.16	1,426.17
(monthly)	82.94	99.68	118.85
<u>(CUSTODIAL)</u>			
Family	2,313.00	2,807.00	3,352.00
(monthly)	192.75	233.92	279.33
Single	891.00	1,021.00	1,228.00
(monthly)	74.25	85.08	102.33

*includes vision insurance for secretaries.

B. DENTAL

Regular full-time and regular full-time school year employees in the Maintenance/Custodian and Secretarial classifications shall be eligible to participate in the District's Dental Insurance plan. Effective July 1 of each year the District shall contribute the amounts as listed below for single and family premiums for dental insurance.

<u>(SECRETARIES)</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
Family	458.64	471.26	504.60
(monthly)	38.22	39.21	42.05
Single	148.32	148.32	189.00
(monthly)	12.36	12.36	15.75
<u>(CUSTODIAL)</u>			
Family	408.48	424.22	454.14
(monthly)	34.03	35.35	37.85
Single	136.20	149.26	170.10
(monthly)	11.35	12.44	14.18



ARTICLE XIII - RETIREMENT

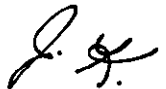
Regular full-time, regular part-time and regular full-time and regular part-time school year employees shall be eligible to participate in the State Retirement System. The District will pay a maximum of six percent (6%) of the employee's contribution to the State Retirement System for regular full-time and regular part-time employees.

ARTICLE XV - WAGES:

See Appendix A)

ARTICLE XVIII - DURATION

This Agreement shall be effective as of July 1, 1988 and shall remain in full force and effect until June 30, 1991, and shall renew itself from year to year thereafter unless reopened under the provisions of this Article. If either party shall desire to reopen the provisions of this Agreement for a successor year, the parties shall give written notice of such desire to the other party by the first day of February in advance of the anniversary date of this Agreement.



APPENDIX A

1988-89

WAGES

	<u>Start Probationary Rate</u>	<u>3 Mos.</u>	<u>6 Mos.</u>	<u>9 Mos.</u>	<u>12 Mos.</u>
Main/Custodian	8.04	9.10	10.61		
Cleaner	4.89	5.41	5.92		
Secretarial	6.24	6.56	6.88	7.22	8.09
Licensed Spec. Ed. Aide	5.22	5.80			
Clerical/Aide	5.22	5.80			
Aides	4.98	5.58			
Baker	5.59	6.21			
Cook	5.52	6.14			
Server	4.98	5.53			

J. H.

APPENDIX A

1989-90

WAGES

	<u>Start Probationary Rate</u>	<u>3 Mos.</u>	<u>6 Mos.</u>	<u>9 Mos.</u>	<u>12 Mos.</u>
Main/Custodian	8.36	9.46	11.03		
Cleaner	5.09	5.62	6.04		
Secretarial	6.49	6.82	7.16	7.51	8.42
Licensed Spec. Ed. Aide	5.32	5.92			
Clerical/Aide	5.32	5.92			
Aides	5.08	5.64			
Baker	5.70	6.33			
Cook	5.63	6.26			
Server	5.08	5.64			




APPENDIX A

1990-91

WAGES

	<u>Start Probationary Rate</u>	<u>3 Mos.</u>	<u>6 Mos.</u>	<u>9 Mos.</u>	<u>12 Mos.</u>
Main/Custodian	8.69	9.84	11.47		
Cleaner	5.29	5.85	6.28		
Secretarial	6.75	7.09	7.45	7.81	8.76
Licensed Spec. Ed. Aide	5.53	6.16			
Clerical/Aide	5.53	6.16			
Aides	5.28	5.87			
Baker	5.93	6.58			
Cook	5.86	6.51			
Server	5.28	5.87			



District

EXHIBIT B

REC'D
SEP 06 1990
WERC

Name of Case: School District of Nekoosa

~~Case 36 No. 43750 MM 4379~~ Case 38 No. 44067 INT/ARB 5684

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.

September 5, 1990
(Date)

Don R. Sutcliffe
(Representative)

On behalf of: Nekoosa School District

FINAL OFFER
OF
SCHOOL DISTRICT OF NEKOOSA
TO
NEKOOSA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Case 38 No. 44067 INT/ARB-5684

1. ARTICLE VI - GRIEVANCE PROCEDURE, Paragraph C - Arbitration, add second paragraph to read as follows:

"Upon receipt of the notice of request for arbitration, the parties shall jointly request the Wisconsin Employment Relations Commission to submit a panel of five (5) arbitrators. As soon as the list has been received, the parties shall meet and shall alternately strike names from the list until only one name remains. Such person shall act as the arbitrator. Lot shall determine the first strike."

2. ARTICLE X - LEAVES, Paragraph B - Sick Leave, add paragraph 3 to read as follows:

"Employees may be allowed to accumulate unused sick leave days up to the following maximums:

Maintenance/Custodians	-	50 days	
Secretarial Employees	-	50 days	
Food Service Employees	-	50 days	
Cleaners	-	10 days	(To be effective for the 1990/91 school year.)
Aides	-	10 days	(To be effective for the 1990/91 school year.)"

3. ARTICLE XI - HOLIDAYS, add 1 holiday (Labor Day) for Aide employees to be effective for the 1990-91 school year.
4. ARTICLE XII - INSURANCE, Paragraph A - Health, add the following:

"A. HEALTH

Regular full-time and regular full-time school year employees in the Maintenance/Custodian, Cleaner and Secretarial classifications shall be eligible to participate in the District health insurance plan.

For the Secretarial classification, the District shall contribute \$900.96 per year toward the single premium and \$2,337.96 per year toward the family premium for the health insurance plan (with vision coverage) provided for the 1988-89 and 1989-90 school years. Effective July 1, 1990, the District shall contribute \$1,081.20 per year toward the single premium and \$2,805.60 per year toward the family premium for those employees who are eligible for coverage under the plan.

For the Maintenance/Custodian and Cleaner classifications, the

7/5/90
DWO

District shall contribute \$830.88 per year toward the single premium and \$2,190.24 per year toward the family premium for the 1988-89 and 1989-90 school years. Effective July 1, 1990, the District shall contribute \$1,081.20 per year toward the single premium and \$2,805.60 per year toward the family premium for those employees who are eligible for coverage under the plan."

5. ARTICLE XII - INSURANCE, Paragraph B - Dental, add the following:

"B. DENTAL

Regular full-time and regular full-time school year employees in the Maintenance/Custodian and Secretarial classifications shall be eligible to participate in the District dental insurance plan.

For the Secretarial classification, the District shall contribute \$148.32 per year toward the single premium and \$458.64 per year toward the family premium for the 1988-89 school year. For the 1989-90 and 1990-91 school years, the District shall contribute \$162.24 per year toward the single premium and \$471.36 per year toward the family premium for those employees who are eligible for coverage under the plan.

For the Maintenance/Custodial classification, the District shall contribute \$136.20 per year towards the single premium and \$420.72 per year towards the family premium for those employees who are eligible for coverage under the plan in the 1988-89 and 1989-90 school years. Effective July 1, 1990, the District shall contribute \$162.24 per year toward the single premium and \$471.36 per year toward the family premium for those employees who are eligible for coverage under the plan."

6. ARTICLE XIII - RETIREMENT, create to read as follows:

"Regular full-time, regular part-time and regular full-time and regular part-time school year employees shall be eligible to participate in the State Retirement System. The District will pay up to six (6) percent of the employee's contribution to the State Retirement System for regular full-time and regular part-time and regular full-time and regular part-time school year employees in the classification of Maintenance/Custodian and Secretarial."

7. ARTICLE XVIII - DURATION, revise to read as follows:

"This Agreement shall be effective as of July 1, 1988 and shall remain in full force and effect until June 30, 1991, and shall renew itself from year to year thereafter unless reopened under the provisions of this Article. If either party shall desire to reopen the provisions of this Agreement for a successor year, the parties shall give written notice of such desire to the other party by the first day of February in advance of the anniversary date of this Agreement."

Note: The following provisions shall be effective upon issuance of any arbitration award for those employees not previously

9/5/90
DPC

eligible for such benefits:

Article IV - Paragraph O - Substitute Pay

Article X - Leaves, Paragraph C - Funeral Leave

Article X - Leaves, Paragraph D - Personal/Necessary Leave

8. ARTICLE XV - WAGES, create salary schedules, as attached, to provide for the following increases:

"1988-89 3% increase to wage rates (based on projected hours)
1% bonus payment

1989-90 3% increase to wage rates (based on projected rates)
1% bonus payment

1990-91 2% wage increase on 7/1/90
2% wage increase on 1/1/91

Clerical Aide to be paid at Licensed Aide rate."

2/15/90
DRO

1988-89

APPENDIX A

WAGES

	Start Probationary Rate	3 Mos.	6 Mos.	9 Mos.	12 Mos.
Maint/Custodian	7.96	9.01	10.51		
Cleaner	5.04	5.57	6.10		
Secretarial	6.18	6.50	6.82	7.15	8.01
Licensed Spec. Ed Aide	5.38	5.97			
Clerical Aide	5.38	5.97			
Aides	5.13	5.70			
Baker	5.76	6.40			
Cook	5.70	6.32			
Server	5.13	5.70			

Employees shall receive a 1% bonus payment for projected hours to be worked during 1988-89.

NOTE: 3% increase

/WAGE8889

ORD 9/5/80
8/2/80

1989-90

APPENDIX A

WAGES

	<u>Start Probationary Rate</u>	<u>3 Mos.</u>	<u>6 Mos.</u>	<u>9 Mos.</u>	<u>12 Mos.</u>
Maint/Custodian	8.20	9.28	10.83		
Cleaner	5.19	5.74	6.28		
Secretarial	6.37	6.70	7.02	7.36	8.25
Licensed Spec. Ed Aide	5.54	6.15			
Clerical Aide	5.54	6.15			
Aides	5.28	5.87			
Baker	5.93	6.59			
Cook	5.87	6.51			
Server	5.28	5.87			

Employees shall receive a 1% bonus payment for projected hours to be worked during 1989-90.

NOTE: .3% increase

/WAGE8990

NRD 9/5/9
8/29/90

1990-91

APPENDIX A

EFFECTIVE 7/1/90

WAGES

	Start Probationary Rate	3 Mos.	6 Mos.	9 Mos.	12 Mos.
Maint/Custodian	8.36	9.47	11.05		
Cleaner	5.29	5.85	6.41		
Secretarial	6.50	6.83	7.16	7.51	8.42
Licensed Spec. Ed Aide	5.65	6.27			
Clerical Aide	5.65	6.27			
Aides	5.39	5.99			
Baker	6.05	6.72			
Cook.	5.99	6.64			
Server	5.39	5.99			

NOTE: 2% increase effective 7/1/90

/WAGE9091

9/5/90
DRO
8/1/90

1990-91

APPENDIX A

EFFECTIVE 1/1/91

WAGES

	Start Probationary Rate	3 Mos.	6 Mos.	9 Mos.	12 Mos.
Maint/Custodian	8.53	9.66	11.27		
Cleaner	5.40	5.97	6.54		
Secretarial	6.63	6.97	7.30	7.66	8.59
Licensed Spec. Ed Aide	5.76	6.40			
Clerical Aide	5.76	6.40			
Aides	5.50	6.11			
Baker	6.17	6.85			
Cook	6.11	6.77			
Server	5.50	6.11			

NOTE: 2% increase effective 1/1/91

/WAGE9911

9/15/90
D22
~~5/27/90~~