

WISCONSIN EMPLOYMENT RELATIONS COMMISSION
BEFORE THE ARBITRATOR

RECEIVED
NOV 29 1991

In the Matter of the Arbitration Between)
LOCAL 1749-B, AFSCME, AFL-CIO,)
PLYMOUTH SUPPORT STAFF)
AND)
PLYMOUTH SCHOOL DISTRICT)

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION
Case 41
No. 44509
Dec. No. 26838-A
INT/ARB-5766
DECISION AND AWARD

Appearances: For the Union, Helen Isferding, District Representative, Sheboygan, Wisconsin.
For the School District, Paul C. Hemmer, Esq., Sheboygan, Wisconsin.

BACKGROUND

On September 7, 1990, Local 1749-B, AFSCME, AFL-CIO, Plymouth Support Staff (referred to as the Union) filed a petition with the Wisconsin Employment Relations Commission (WERC) pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act (MERA) to resolve a collective bargaining impasse between the Union and the Plymouth School District (referred to as the School District or Employer) concerning a successor to the parties' collective bargaining agreement which expired on June 30, 1990.

On March 21, 1991, the WERC found that an impasse existed within the meaning of Sec. 111.70(4)(cm)6. On April 23, 1991, after the parties notified the WERC that they had selected the undersigned, the WERC appointed her to serve as arbitrator to issue a final and binding award pursuant to Sec. 111.70(4)(cm)6. No citizens' petition was filed with the WERC.

By agreement with the parties, an arbitration hearing was held in Plymouth, Wisconsin, on June 28, 1991. At that time, a full opportunity was provided for the parties to present evidence and oral arguments, By agreement, the parties submitted post-hearing exhibits, briefs, and reply briefs.

ISSUES IN DISPUTE

There are three issues in dispute in this proceeding: wages, health insurance, and Employer contribution to WRS. The Union's final offer is attached as Annex A and the School District's final offer is attached as Annex B.

STATUTORY CRITERIA

Under Sec. 111.70(4)(cm)7, the arbitrator is required to give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- f. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost-of-living.
- h. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pension, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- j. Such other factors not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in the private employment."

POSITIONS OF THE PARTIES

The Union

The Union's first argument addresses the issue of what constitutes the appropriate group of external school district comparables. The Union asserts that the Eastern Athletic Conference, the historical, established group of comparables for the School District's teachers' bargaining unit, constitutes the only proper group of comparables. It rejects Employer school district and private sector comparables since they primarily reflect the wages and fringe benefits of non-represented employees and the Union believes that non-represented employees cannot be comparables. It supports that position by citing arbitral authority. The Union further argues that the Employer's selected school districts are all smaller.

Next, the Union argues that, since the Employer's final offer on both the health insurance and retirement issues are changes in the status quo, the Employer has the burden to show the need for the changes, how its offer reasonably addresses that need, and the nature of the quid pro quo offered. It believes that the Employer has failed to overcome each of the three hurdles. Specifically, the Union contends that its position that the Employer should pay the full 6.1% (announced in an October 5, 1990 to be effective January 1, 1991) is supported by a close analysis of the comparables where the timing of negotiations or reopenings permitted timely negotiations on this topic. It also contends that its position maintaining the status quo (100% Employer payment) on health insurance is more reasonable than the Employer's change (requiring a 5% employee contribution) because of the record low increase in premiums for 1991-92, the low average premium costs in recent years in the School District (in comparison to either party's comparables), the Union's voluntary midterm agreement to the "Advantage" program to help control costs, and the nature of the Employer's quid pro quo, an additional 10 cents per hour effective Jan. 1, 1991, which goes to all members of the bargaining unit while only approximately fifty percent of the bargaining unit is covered by some type of Employer's health insurance. Particularly since the School District's teachers do not make any contribution to their health insurance, the Union concludes that its position on health insurance is more reasonable.

In the Union's Reply Brief, the Union makes these additional arguments. First, not only are the Employer's comparable school districts smaller and mostly unrepresented, but there is nothing in the record to establish that these school districts have similar support staff jobs to those within the School District. Second, the Union further supports its comparables, the Athletic Conference, because the School District is situated in the geographical "middle" of the Conference and is part of the same Consortium for purchasing health insurance.

The Union emphasizes that internal comparability plays a prominent role in determining whether support staff bargaining units pay at all for health insurance in a significant number of the comparables (support staff bargaining units pay for insurance where teachers unit initially lost in arbitration or agreed to a consent award obligating teacher premium payments; support staff maintained full Employer insurance payments after teachers' unit "won" in arbitration).

In addition, the Union's Reply Brief contends that the Employer's concern about half-time nine month bargaining unit members receiving the expensive health insurance benefit is misleading because the Employer has complete control about assigning such part time jobs. Indeed only unit members working in fact over 1000 hours per year have benefited from the fringe benefit of Employer paid health insurance coverage, particularly family plan.

Most basically, the Union questions the cost containment rationale of the Employer's position. It notes its support of the "Advantage" program which not only produced some savings but also served to involve employees in some aspects of cost containment. The Union further notes that the Employer is part of a Consortium which buys health insurance as a group. Thus the Employer's argument that there will be some cost containment if this bargaining unit contributes 5% of health insurance premiums is not supported by prior experience (where there are examples of rates going up on Jan. 1, 1991 in a district where employees contribute and rates going down in a district where the employer pays all the premium).

Finally, the Union's Reply Brief emphasizes its belief that the Union receives nothing significant for the Employer's final offer which requires unit members to contribute 5% for health insurance premiums and .1% for WRS (in contrast to the previous arrangement which required the Employer to pay 100% of health insurance premiums and the entire pre-July 1, 1991 WRS contribution of 6%. It notes that the entire net gain to the unit under the Employer's final offer is \$2,579.45 which averages 1 to 2 cents per hour for unit members where less than half choose any health insurance coverage. Moreover, this "net gain" is further reduced under the Employer's "Section 125 Plan" contained in its final offer. The Union continues to be concerned about unit members who may be persuaded to sign up for such a plan, if implemented, even though there may be adverse social security consequences which the Employer's calculations and assumptions ignore.

The Union concludes its Reply Brief as it did its Brief-in-Chief by stating that its final offer is the more reasonable one based upon a comparison with appropriate comparables, an internal comparison with the teachers' bargaining unit, the Employer's inadequate quid pro quo for changing the status quo, and for the other arguments noted above.

The Employer

The Employer's initial argument, like the Union's, addresses the issue of what constitutes the appropriate pool of comparable employers. For the Employer, the primary external comparables are the proximate and similarly sized districts of Campbellsport, Chilton, Elkhart Lake, Howards Grove, Kiel, New Holstein, Random Lake, and Sheboygan Falls. It further notes that only three bargaining unit members live outside the School District and these three live in communities only a few miles away from the School District.

The Employer rejects the Union's Athletic Conference comparable because the issue of comparability for non-teaching school district bargaining units has been treated (historically) differently from that for certified (teachers) bargaining units. In other words, the Employer argues that the labor market for teachers is geographically broader than that for support staff such as this bargaining unit. In addition, the Employer rejects the Union's arguments which limit comparisons to unionized employee groups, citing arbitral precedents for this position.

Turning to the merits of its health insurance proposal, the Employer argues that it is supported by external comparables, requires only a modest employee contribution, is part of a clearly established trend in both public and private sectors toward cost sharing of insurance premiums, and is intended to motivate employees "to participate in reshaping health care plan design by educating employees on how expensive health care benefits are." The Employer quotes arbitral decisions to support its position on premium cost-sharing, particularly where the exclusive bargaining representative fails to engage at the bargaining table in discussions of meaningful reform in this area.

The Employer further justifies its health insurance proposal by acknowledging the need for it to offer a quid pro quo and arguing that its wage offer of 10 cents per hour for all unit employees is more than a fair "buy out." Noting that its offer requires the Employer to pay for all of the 1990-91 premium increase in addition to an above average salary schedule and salary increases for the two years, 1990-91 and 1991-92, in dispute, the Employer also points to its offer authorizing an Internal Revenue Code Reduction Plan as economically beneficial to bargaining unit members. (Unlike the Union, the Employer concludes that the benefits of such a Plan outweigh the effect of the social security benefit loss.)

Additional Employer arguments in support of its final offer include the following: 1) the District's wage offer exceeds increases granted by local private and public sector employers; 2) the District's wage offer exceeds increases in the cost of living and the same is true if total compensation is measured against the cost of living; 3) the District's wage offer is well above average for each position when measured against comparable school districts and the same is true if

total compensation is compared (particularly for part-time employees of the School District receiving health insurance); 4) the fact that there has been very little unit turnover in recent years.

On the third issue, WRS contributions, the Employer contends that it is the Union's proposal which changes the status quo because the expired contract requires the Employer to contribute 6% to WRS; the District is not contractually bound to pick up the January 1, 1991 increase of .1%. Since the Union seeks a change from the status quo, the Union has the burden to justify its proposed change. According to the Employer, the Union has failed to meet its burden.

In the Employer's Reply Brief, the Employer clarifies that in a 1990 arbitration award involving health insurance and the teachers bargaining unit, the arbitrator concluded that at that time although there might have been external trends, there was insufficient support for the School District's position requiring the teachers' bargaining unit to contribute 5% toward health insurance. The School District notes that since this award, the situation has changed because employees in "almost all" of the comparable school districts are contributing. In addition, the Employer suggests that if internal comparability is critical, then it may be appropriate to reopen the record to ascertain health insurance contributions by School District employees other than teachers and support staff. (The Employer also points out in its Reply Brief that teachers and support staff presently contribute to the monthly cost for certain organ transplant coverage under the District's present program.)

For all the above reasons, the Employer urges in both its Brief-in-Chief and its Reply Brief that the undersigned select its final offer under the statutory criteria.

DISCUSSION

From the briefs and arguments of both parties, it is apparent that the issue of WRS contribution is secondary to the primary issue of health insurance premium contribution and the related issue of wages. The disputed contribution to WRS amounts to less than \$1000 per year or under \$500 for the 1990-91 first year. It is highly likely that if this had been the sole item remaining in dispute between the parties that it would have been resolved by the parties themselves - even though the undersigned recognizes that the parties have primarily a dispute about "principle" rather than economics. One of the "principles" in dispute concerns which party's final offer continues the status quo and which party's final offer changes the status quo. The Union argues that historically the Employer has paid (pre-January 1, 1991) the full 6% employee contribution; thus requiring bargaining unit members to pay the additional .1% is a change. The Employer, on the other hand, argues that the contractual obligation of the Employer has been to pay 6%; any additional contribution by the Employer (caused by the WRS

increase of employee contributions to 6.1%) constitutes a change in the status quo. A literal reading of the parties' contractual language in their now expired contract supports the Employer's position as to what constitutes the "status quo" although the Union's argument which views the status quo as dynamic (the Employer in fact paid 100% of pre-January 1, 1991 employee WRS contributions) is not completely frivolous. In any case, comparability data presented by both parties are selective and raise all the difficult comparability issues (such as which are the appropriate comparables and what, if any, weight should be given to data covering non-represented employees) which were raised by the parties in connection with their primary dispute about health insurance premium payments and the related wage issue. Accordingly, the undersigned turns her attention to the parties' primary issue in dispute because the outcome of the health insurance issue in this proceeding will be determinative of the outcome of this final offer whole package arbitration proceeding.

As to the health insurance issue, the undersigned notes that the general problem area of rapidly escalating health care costs and effective cost containment strategies is one of national as well of state and local concern. It is an area within labor relations (and national policy) which affects both the private and public sectors. One way which employers have employed to "get a handle" on rapidly increasing health care costs for employees (and the families of employees) is through negotiating, where possible, employee contributions for health care premiums on the theory that some sharing of premium payments will educate employees about the need for health care cost containment. This employer argument has been voiced during collective bargaining sessions in many different places and settings; it appears to be one of the key arguments of the Employer in this proceeding. The Employer argues that its final offer requiring a 5% employee contribution for health insurance premiums is beneficial and appropriate as a cost containment strategy. The Employer also supports its position on this issue by looking to other public and private sector arrangements which it believes constitutes appropriate comparables under MERA. It further supports its position by noting that its offer of an additional 10¢ per hour wage increase is an appropriate amount to "buy out" its prior arrangement of paying 100% of health insurance payments for covered unit members. In opposition, the Union argues that there is no proof supporting the Employer's cost containment argument, that the appropriate comparables (both external and internal) support the Union's position, and that the Employer's offer does not contain an appropriate quid pro quo. This mixture of arguments by both the Employer and Union constitutes the core of their dispute in this proceeding.

Arguments relating to cost containment of rapidly escalating health care costs necessarily fall on sympathetic ears since it is uncontested that cost containment is a good goal - for the employer, for the taxpayer, and for employees (who may be more successful in seeking wage increases if cost containment is successful). However, the record of this proceeding does not contain evidence that the goal of cost containment will be

closer if the Employer's final offer requiring a 5% premium payment is implemented. Indeed, one may speculate that an employee who has made a 5% contribution to health insurance premiums (via a payroll deduction) may be even more inclined to use (or encourage a family member to use) medical services to ensure that they are "getting their money's worth." The effect of the Employer's participation in a Consortium to purchase health insurance at a more favorable rate or required co-payments for medical services (in contrast to health insurance premiums) would appear to have a greater impact on a cost containment goal than the Employer's current strategy in this proceeding.

In resolving this dispute by determining which party's final offer is more reasonable in light of the statutory factors, the issue of comparables must also be addressed, particularly since both sides have argued that appropriate comparability data support its final offer. The first sub-issue under comparability concerns whether the athletic conference or the proximate (but smaller) school districts constitute the primary external comparables. A related sub-issue is whether non-represented employees should be considered comparables - whether in the public or private sectors. A third sub-issue relates to a Union argument that there is insufficient proof in the record of this proceeding regarding which comparables have employees performing similar services to those performed by members of this bargaining unit.

There is some overlap between the Union and Employer primary external comparable school districts: Chilton, Kiel, New Holstein, and Sheboygan Falls, although the Union would not include two athletic conference school districts, Chilton and New Holstein, because their employees are non-represented. The remaining Employer comparable school districts are proximate but with significantly smaller student enrollments and full-time teacher equivalents. Of the remaining Union comparable school districts, Kewaskum appears to fit into the "overlap" group because it too is proximate but Two Rivers appears to be too geographically distant to be a comparable for a support staff unit even though the athletic conference was found to constitute appropriate comparables in an arbitration proceeding involving Plymouth School District teachers. While an overwhelming number of bargaining unit members reside within the Plymouth School District, it is safe to assume in times of a tight job market that blue collar and white collar employees (like professional employees) will be willing to commute a reasonable distance to obtain a satisfactory job. As for the Union argument that non-represented employees should be excluded from consideration in this proceeding, the undersigned takes a more moderate approach. She believes that primary emphasis should be given to external comparables (such as Kiel, Sheboygan Falls, and Kewaskum) where employees are represented since their wages, hours and terms and conditions of employment are the result of the same processes covering this Employer (collective bargaining and MERA impasse procedures) while non-represented employee data from school districts which would otherwise provide primary data should be considered as secondary data - along with data from the significantly smaller proximate school districts and the significantly distant Two Rivers.

Using this structure, the primary external comparables do not provide clear guidance nor do the secondary comparables although there appears to be some trend toward employee health insurance premium contributions. The data are further complicated by various Union assertions that where there are employee contributions by school support staff, there was some quid pro quo or the school support staff unit followed the teachers' unit on this issue (either a voluntary settlement or an arbitration award). In addition, the Union urges that heavy weight be given to the internal comparable herein of the Plymouth teachers bargaining unit. If Plymouth teachers contributed 5% toward health insurance premiums, then the Union appears to consider a similar requirement for members of its unit more reasonable. This combined internal comparable/equitable treatment argument has some merit in the absence of demonstrated cost containment evidence and/or clearcut primary (or even secondary) comparability data. It seems reasonable to continue the status quo on this issue for this bargaining unit until the internal and/or external trend becomes clear unless the Employer's other offers (on wages and other items) are so favorable that the Employer's final offer appears overall more reasonable.

Is the Employer's additional 10 cents per hour for the second year of the contract (in addition to the 4.5% wage increase for each year contained in both parties' final offers) together with its proposal to implement a Section 125 IRC salary reduction plan sufficient to overcome the above analysis? As to external wage or total compensation comparisons, the arbitrator agrees with the Union that it is not safe to assume without evidence that the jobs being compared are comparable positions. She does not believe that she has been provided with sufficient evidence on job comparability given the variations in job responsibilities and duties which school support staff have from school district to school district. According to the Employer's own calculations, while the Employer's wage offer is approximately \$10,500 more than the Union's wage offer, the total compensation difference between the two offers is slightly more than \$3000 (due to the required employee health insurance and WRS contributions) for a unit of approximately 84 employees. Of course, in addition to the wage "sweetener," the Employer has also included a Section 125 IRC salary reduction plan. It argues that such a plan is advantageous to employees because it has the effect of reducing pre-tax income and thus income taxes; it also has the possible effect of reducing social security benefits upon retirement. While the Employer has submitted an exhibit analyzing the impact of participation in such a plan upon social security benefits, it has not spent much time making the argument that this portion of its final offer should be given heavy weight in this proceeding. Accordingly, the undersigned will give some weight to this aspect of the Employer's total package but will not weigh it as a substantial factor in comparison to the other factors and points already discussed. She concludes that the Employer's quid pro quo constitutes an exceedingly modest "buy out."

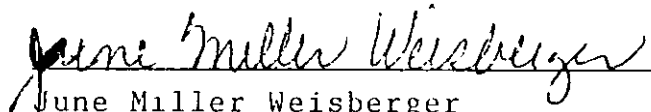
Although this is a close call, the arbitrator concludes that the the statutory factors favor the Union's position on maintaining the status quo as to Employer payments of health

insurance premiums because the Employer failed to prove the interrelationship between a 5% employee contribution and cost containment; because external comparables did not provide clearcut data while the internal comparable of the teachers' unit merited substantial weight; because comparable wage and total compensation data were not accompanied by evidence on the comparability of job duties and responsibilities; and because of the lack of an adequate quid pro quo to justify the "purchase" of a history of 100% Employer health insurance premium contributions. As noted, however, the balance is close and it is predictable that the health insurance issue cannot be ignored in the future by either party.

AWARD

Based upon the statutory criteria contained in Section 111.70(4)(cm)7, the evidence and arguments of the parties, and for the reasons discussed above, the arbitrator selects the final offer of the Union and directs that it and all other items already agreed upon be incorporated into the parties' collective bargaining agreement.

Madison, Wisconsin
November 22, 1991


June Miller Weisberger
Arbitrator

PLYMOUTH SCHOOL DISTRICT
FINAL OFFER OF LOCAL 1749 B, AFSCME, AFL-CIO

RECEIVED
MAR 18 1991
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

January 8, 1991

(Revised March 14, 1991)

All provisions of the July 1, 1988 to June 30, 1990 Agreement shall be continued in the successor Agreement except for any tentative agreements reached during bargaining and the final offer below:

1. Term of Agreement : 2 years
2. Article 18 C. Medical and Hospital Insurance: Status Quo
3. Article 18 F.: Effective January 1, 1991 change to read:

The Employer shall contribute 6.1% of the Employees earnings toward the employee's retirement contribution. Example:
Earnings of the employee \$100. Employer's share -- \$6.10

4. Wages: (See attached wage scale)
Effective 7-1-90 Increase the 1989-1990 wage scale 4.5%

Effective 7-1-1991 Increase the 1990 to 1991 wage scale 4.5%.

On behalf of Local 1749 -B
Plymouth Support Staff,

Helen Isferding - March 14, 1991
Helen Isferding
District Representative

Wage Schedule (Union Final Offer)

1990-91 Wage Schedule

CLASSIFICATION	Start	120 Days	1 Year	2 Years	2%	4%	6%
Maintenance 1	10.90	11.39	11.75	11.98	12.22	12.46	12.70
Maintenance 11	9.69	10.09	10.32	11.06	11.28	11.49	11.71
Groundskeeper	9.69	10.09	10.32	11.06	11.28	11.49	11.71
H.S. Head Custodian	10.45	10.76	11.05	11.35	11.58	11.80	12.03
RV. Head Custodian	10.03	10.25	10.51	10.82	11.04	11.24	11.46
FV. Head Custodian	9.78	10.08	10.31	10.60	10.81	11.02	11.23
PV. Head Custodian	9.78	10.08	10.31	10.60	10.81	11.02	11.23
New Head Custodian	9.78	10.08	10.31	10.60	10.81	11.02	11.23
Custodian 1	9.61	9.86	10.09	10.39	10.60	10.81	11.01
Custodian 11	7.57	7.73	7.91	8.09	8.25	8.41	8.57
Head Cook	7.93	8.19	8.42	8.64	8.82	8.99	9.16
Assist. Cook, H.S.	7.00	7.14	7.29	7.48	7.63	7.79	7.93
Servers	6.49	6.60	6.78	6.89	7.02	7.16	7.30
Secretary 1	7.93	8.13	8.34	8.53	8.69	8.87	9.04
Secretary 11	7.83	7.99	8.13	8.31	8.47	8.64	8.81
Teachers Aides	7.01	7.21	7.41	7.63	7.79	7.93	8.09
Special Ed. Aides	7.01	7.36	7.59	7.85	8.00	8.16	8.32
Study Hall Aides	7.01	7.31	7.53	7.75	7.91	8.07	8.22

1991-92 Wage Schedule

4.5% Increase

CLASSIFICATION

CLASSIFICATION	Start	120 Days	1 Year	2 Years	2%	4%	6%
Maintenance 1	11.39	11.90	12.28	12.52	12.77	13.02	13.27
Maintenance 11	10.13	10.54	10.78	11.56	11.79	12.01	12.24
Groundskeeper	10.13	10.54	10.78	11.56	11.79	12.01	12.24
H.S. Head Custodian	10.92	11.24	11.55	11.86	12.10	12.33	12.57
RV. Head Custodian	10.48	10.71	10.98	11.31	11.54	11.75	11.98
FV. Head Custodian	10.22	10.53	10.77	11.08	11.30	11.52	11.74
PV. Head Custodian	10.22	10.53	10.77	11.08	11.30	11.52	11.74
New Head Custodian	10.22	10.53	10.77	11.08	11.30	11.52	11.74
Custodian 1	10.04	10.30	10.54	10.86	11.08	11.30	11.51
Custodian 11	7.91	8.08	8.27	8.45	8.62	8.79	8.96
Head Cook	7.29	8.56	8.80	9.03	9.22	9.39	9.57
Assist. Cook, H.S.	7.31	7.46	7.62	7.82	7.97	8.14	8.29
Servers	6.78	6.90	7.09	7.20	7.34	7.48	7.63
Secretary 1	7.29	8.50	8.72	8.91	9.08	8.27	9.44
Secretary 11	8.18	8.35	8.50	8.68	8.85	9.03	9.21
Teachers Aides	7.33	7.53	7.74	7.97	8.14	8.29	8.45
Special Ed. Aides	7.33	7.69	7.93	8.20	8.36	8.53	8.69
Study Hall Aides	7.33	7.64	8.87	8.10	8.27	8.43	8.59

FINAL OFFER OF THE
PLYMOUTH JOINT SCHOOL DISTRICT

RECEIVED
DEC 03 1990

MICHIGAN EMPLOYMENT
RELATIONS COMMISSION

TO THE
PLYMOUTH JOINT SCHOOL DISTRICT SUPPORT STAFF EMPLOYEES
CITY OF PLYMOUTH LOCAL 1749B, AFSCME

1. TERM OF AGREEMENT. 2 years.
2. COMPENSATION.
 - A. Effective July 1, 1990 increase the hourly wage rates for each position within the collective bargaining unit by 4.5%. (Salary Schedule attached)
 - B. Effective July 1, 1991 increase the hourly wage rates for each position within the collective bargaining unit by 4.5%.
3. HEALTH INSURANCE.
 - A. Amend ARTICLE XVIII, FRINGE BENEFITS, Section C., Medical and Hospital Insurance, paragraph 2, through modifying the existing provision to provide as follows:

"2. Effective July 1, 1991, the Employer will pay 95% of the single rate or the family rate for those Employees who qualify."
 - B. Effective July 1, 1991 increase the hourly wage of each position by \$.10 per hour. (Salary Schedule attached)
 - C. Effective July 1, 1991, at the option of the collective bargaining unit, the School District will establish and administer a health and dental insurance, premium only, salary reduction plan under the provisions of Section 125 of the Internal Revenue Code, for the participation of employees on a voluntary basis. The plan will be applicable only to employee contribution for the cost of health and dental insurance premiums.
4. STIPULATIONS. All other provisions of the collective bargaining agreement, not otherwise modified by stipulation, shall remain in effect.

Annex B

1990-91 WAGE SCHEDULE (Board Final Offer)

PLYMOUTH JT. SCHOOL DISTRICT

4.50% Percent Increase

Classification	Start	120 days	1 Year	2 Years	2%	4%	6%
Maintenance I	10 90	11 39	11 75	11 98	12.22	12.46	12.70
Maintenance II	9 69	10 09	10 32	11.06	11.28	11.49	11.71
Groundskeeper	9.69	10.09	10 32	11.06	11.28	11.49	11.71
H.S. Head Custodian	10 45	10.76	11.05	11.35	11.58	11.80	12.03
RV Head Custodian	10.03	10 25	10.51	10.82	11.04	11.24	11.46
FV Head Custodian	9.78	10 08	10.31	10 60	10 81	11.02	11.23
PV Head Custodian	9.78	10.08	10.31	10 60	10.81	11.02	11.23
NEW Head Custodian	9.78	10 08	10.31	10.60	10.81	11.02	11.23
Custodian I	9.61	9.86	10 09	10.39	10.60	10.81	11.01
Custodian II	7.57	7.73	7.91	8 09	8.25	8.41	8.57
Head Cook	7.93	8.19	8 42	8.64	8.82	8 99	9.16
Assist Cook, H.S.	7.00	7.14	7.29	7.48	7.63	7.79	7.93
Servers	6.49	6.60	6 78	6.89	7.02	7.16	7.30
Secretary I	7.93	8.13	8.34	8.53	8 69	8.87	9.04
Secretary II	7.83	7.99	8.13	8.31	8.47	8.64	8.81
Teacher Aides	7.01	7.21	7.41	7.63	7.79	7.93	8.09
Special Ed. Aides	7.01	7.36	7.59	7.85	8.00	8.16	8.32
Study Hall Aides	7.01	7.31	7.53	7.75	7.91	8 07	8.22

1991-92 WAGE SCHEDULE (Board Final Offer)

PLYMOUTH JT. SCHOOL DISTRICT

4.50% Percent Increase

\$0.10 Additional Increase/hour

Classification	Start	120 days	1 Year	2 Years	2%	4%	6%
Maintenance I	11.49	12.00	12 38	12.62	12.87	13.12	13.37
Maintenance II	10.23	10.64	10.88	11.66	11 89	12.11	12.34
Groundskeeper	10.23	10 64	10.88	11.66	11.89	12.11	12.34
H.S. Head Custodian	11.02	11.34	11.65	11.96	12.20	12.43	12.67
RV Head Custodian	10.58	10 81	11.08	11.41	11.64	11.85	12.08
FV Head Custodian	10.32	10.63	10.87	11.18	11.40	11.62	11.84
PV Head Custodian	10.32	10.63	10.87	11.18	11.40	11.62	11.84
NEW Head Custodian	10.32	10 63	10 87	11.18	11.40	11.62	11 84
Custodian I	10.14	10.40	10.64	10.96	11.18	11.40	11.61
Custodian II	8 01	8.18	8.37	8.55	8.72	8.89	9.06
Head Cook	8.39	8.66	8.90	9.13	9.32	9.49	9.67
Assist Cook, H.S.	7.41	7.56	7 72	7.92	8.07	8.24	8 39
Servers	6 88	7.00	7.19	7.30	7.44	7.58	7.73
Secretary I	8.39	8.60	8 82	9 01	9.18	9 37	9.55
Secretary II	8.28	8.45	8 60	8 78	8.95	9.13	9.31
Teacher Aides	7.43	7.63	7.84	8.07	8.24	8.39	8.55
Special Ed. Aides	7.43	7.79	8 03	8 30	8.46	8 63	8.79
Study Hall Aides	7.43	7 74	7 97	8 20	8 37	8.53	8.69