

ISSUES

Final offers of the Association and the District are attached as Appendices A and B respectively and are summarized below.

Fair Share: The District proposes that fair share be subject to a referendum under Wisconsin Administrative Code, ERB Section 15.02. The Association proposes that employees who were hired prior to the date of this award and who work less than 600 hours per year be exempt from payment of the fair share.

Vacations: Although the Association agrees to the District proposal that paid vacation benefits be confined to employees in Classification A, the Association proposes to grandfather (i.e., continue the practice of vacations for employees in Classifications B, C, and D) current part-time employees working between 1080 and 1875 hours per year.

Health and Dental Benefits: The Association proposes that the District continue to pay 90% of the health insurance benefit and 80% of the dental insurance benefit. The District proposes to pro-rate its contribution for employees thereby paying 81, 72 and 63% of the health insurance premium of employees in classifications B, C and D respectively and 72, 63 and 54% of the dental premiums for those employees. Both the District and the Association propose that employees in Classification E (working less than 1080 hours per year) continue to receive no health or dental insurance benefits.

Compensation: The parties agree upon a 6% wage increase in each of the first two years ('89-'90 & '90-'91) of a three year agreement but proposed slightly different wage schedules for '91-'92. The starting rates for the eight pay ranges under each proposal are:

<u>Pay Range</u>	<u>Association</u>	<u>District</u>
# 1	\$ 5.63	\$ 5.50
2	5.83	5.70
3	6.00	5.80
4	6.30	6.20
5	6.55	7.00
6	7.05	7.10
7	7.40	7.45
8	8.15	8.20

Under both proposals, employees will receive 20 cents an hour increases at the end of one and three years of service. Under the District proposal, employees will receive 8 cents an hour longevity increases each year after the fourth year while under the Association proposal, the 8 cents an hour longevity increases will begin after five years.

Under both proposals, employees who do not receive at least a 2% wage increase under this schedule over their pay rate in the prior year will receive a bonus to bring them up to that amount. (Note: The District proposal put this item into a side agreement expiring June 30, 1992.)

Duration: Under both proposals, the agreement becomes effective on July 1, 1989 and runs through June 30, 1992. Under the Association proposal, the agreement continues in effect until a new agreement is signed. Under the District proposal, the prorating of health and dental insurance benefits shall become effective on July 1, 1991.

DISCUSSION

Comparables: The parties disagree about the selection of comparables with the District relying on contiguous districts and the Association relying on districts in the same athletic conference. The District uses as its first group of comparables the contiguous districts of Albany, Argyle, Black Hawk, Juda and Monticello. The arbitrator rejects the use of these contiguous districts in this instance because they are so much smaller than Monroe. Association exhibit 31 shows that the '88-'89 membership of these districts was 456, 326, 655, 273, and 423 respectively as opposed to Monroe's membership of 2,436.

The arbitrator concluded, therefore, that so far as educational assistants are concerned - - - and they number 60 of the 128 person unit - - - the appropriate comparables are those used by the District and WEAC in teacher bargaining. According to testimony at the hearing, these are the schools which, along with Monroe, make up the Badger athletic conference. The average membership of these schools (Middleton, Stoughton, Oregon, DeForest, Sauk-Prairie, Monona Grove, Fort Atkinson¹ and Waunakee) is 2429, about the same as Monroe's 2436.

¹ Fort Atkinson membership is not included in the average because it is not included in Association Exhibit 30.

When one turns to the other classifications in the unit (custodians, secretaries, cooks, crossing guards and drivers, totaling 68 employees), the arbitrator does not quarrel with the District claim that it is proper to use major public and private sector employers in Monroe as the primary comparables. The Association did not present data on this point and the District information is not conclusive. However, this deficiency is immaterial because the wage schedule proposed by the District is higher than the Association schedule in Grades 5 through 8 in which most of these employees are classified.

Wages: So far as wages are concerned the primary question then becomes which wage schedule for the 60 educational assistants is comparable to the schedules of educational assistants in the Badger Conference. The arbitrator reviewed the wage data in Board Exhibit 36 A (p. 18 & 19) and Association Appendix C-2 and C-3 and reached the conclusion that under either schedule, educational assistants at Monroe will be fairly paid compared to educational assistants at other Badger Conference schools. Essentially, the Monroe educational assistants will rank close to the median in '91-'92 under both offers. It should be noted also that this '91-'92 position is a substantial improvement over the last place position in '89-'90 shown on the Association Appendices C-2 and 3.

The arbitrator concluded that so far as wages are concerned, the offers are sufficiently close to each other and to the comparables to render the difference in wage offers less consequential than other matters in dispute. Therefore, the choice of final offers will turn on items other than wages.

Health and Dental Benefits: The District argues that since it is offering to raise below average wages up to the level of the comparables, it also is

appropriate to reduce employer contributions for part time employees to the level maintained by the comparables. Having used the Badger Athletic Conference as the appropriate comparable for wages of the classifications in dispute, the arbitrator believes that consistency requires that he use the same set of comparables to determine the pattern of employer contributions to health and dental benefits of part time employees.

The table on page 32 of the District's brief shows that three districts (Fort Atkinson, Middleton and Stoughton) pay the same share of the health insurance premium for part time employees as they pay for full time employees. Four districts pro-rate the contribution for part time employees (Monona Grove, Sauk Prairie, Oregon and Waunakee) and one district (Deforest) makes no contribution. The average contributions of the three districts which pro-rate their contributions is 72.3% for Class B employees, 70.2% for Class C employees and 56.6% for Class D employees compared to the District proposal of 81%, 72% and 63%. These data suggest that by a narrow margin, the majority of the districts in the Badger conference do not make the same contribution for part timers as for full timers. Also, the data show that the proposed pro-rating figures of the District are more generous than the average of the three district which pro-rate. So far as this item is concerned, the District proposal is closer to the comparables than the Association offer.

There is one additional problem, however, which the Association raises. For some time, possibly more than a decade (See Assoc. Ex. 26), the District made the same contribution to the health benefit for part-time employees as it did for full-time employees. At the time of negotiations, the District was paying 90% of the health insurance premium of employees working 1080 hours or more per year. If the final offer of the District is selected, this

contribution will be pro-rated for employees working less than full time, thereby requiring the employee to pay a greater share of the premium. Although the District argues this is not a take back since the benefit was not bargained, the arbitrator disagrees. The benefit, long established by practice, will be reduced if the District offer is chosen. Clearly this is a take back!

The arbitrator believes that the appropriate procedure to adopt when changing to a bargained wage and benefit arrangement is to red circle individuals whose rates are out of line and to do the same thing with fringe benefits. The amount of the take-back is not small. In the '90-'91 year, a Class D employee (working 1080 hours but less than 1380 hours) with family coverage paid \$411.96 annually. In the '91-'92 year, under the Board proposal this same employee will pay \$1719.43 or an increase of \$1307.47 per year (Assoc. Ex. 16). Under the Association proposal to maintain the arrangement of a 90% employer contribution for part time employees working 1080 or more hours per year, the Class D employee with family coverage would pay \$464.71 annually, an increase of \$52.75 (Assoc. Ex. 15).

Association Exhibits 15 and 16 show that fifty employees are enrolled in family plans and eight are enrolled in single plans. By scanning Association Appendix H, the arbitrator determined that 24 of the 58 employees listed in Appendix H fell into the category which incurred this substantial increase in the employee insurance contribution. Thirty four other employees incurred lesser increases in their health insurance premiums and, assuming a unit of 128 individuals (as shown in Association Exhibit 133 for 7/31/91) there are approximately another seventy employees who do not carry health insurance and therefore are not affected by the institution of a pro-rating arrangement.

The economic significance of the proposed change in the employer contribution is substantial. According to District Exhibits 7 and 8A, the difference in cost of the pro-rating versus the continuance of the 90% contribution is \$ 32,308. The same exhibits show that the total difference on all other items is only \$6,177. Clearly, this dispute about pro-rating the health insurance is not only "the overriding issue" as the Association states (Brief, p.26) and the reason, along with vacation and dental benefits "that we are here" according to the District (District Brief, p. 101), but is the item generating the largest dollar difference in the final offers.

The question is whether the negative nature of a take back of \$32,308, affecting 37 employees (based on the listing in Assoc. Appendix H showing that 25 employees would lose \$1254.72 each and that 12 others would lose between \$159 and \$479 each) of the 128 in the unit outweighs the positive nature of a rearrangement of benefits bringing wages up to the comparables and reducing benefits where they exceed the comparables.

The arbitrator believes that, although the goal of the District is equitable and in line with the practice of the comparables, the failure to red circle current employees flies in the face of the final criterion in the statute requiring the arbitrator to take into account "such other factors . . . which are normally or traditionally taken into consideration" (Wis. Stat. 111.70(4)(CM)7(j)). Furthermore, he believes that a take back of the magnitude involved in this dispute outweighs the consideration that must be given to movements towards the comparables specified in criteria d, e and f of Section 111.70(4)(CM)7.

Dental Insurance: The difference in approaches to dental insurance is similar to the difference in health insurance, but involves less money. The

District offer to prorate its contribution is supported by the pattern existing in the comparables previously selected by the arbitrator.

The table on page 44 of the District's brief show that two of the comparable districts contribute the same amount for part timers as they do for full time employees (Fort Atkinson and Stoughton), that one district (DeForest) makes no contribution for part time employees, and that four districts (Middleton, Monona Grove, Oregon and Waunakee) pro rate their contributions averaging 66%, 60% and 54% for B, C and D employees compared to the District proposal of 72%, 64% and 56% and the Association proposal of 80% for all classes of employees.

Again, there is the problem of a take away but there are insufficient data to calculate how it affects the unknown proportion of the 3 individuals and 24 families who are part timers and who had dental insurance in '90--'91 (Assoc. Exs. 15 & 16). Furthermore, the difference between the cost of the two offers on dental insurance is only \$2113 according to District Exhibits 7 and 8A. Therefore in the absence of data about the impact of the take away, the arbitrator believes that the District proposal on dental insurance is preferable to the Association's because it more closely resembles the pattern found among the comparables.

Vacations: In this instance, the Association acquiesced to the District proposal to eliminate paid vacation benefits for part-time employees except to grandfather current employees. The table on page 28 of the District brief shows that only two districts (Fort Atkinson and Waunakee) provide vacation benefits for part-time custodians, cooks and aides while the other six do not. There is a four-four split on part time clerical employees with Middleton and Monona Grove joining the two districts named above in providing a vacation

benefit for this group of employees. The pattern is not to provide this benefit for part time employees.

However, since the Association agreed to give up this benefit except for grand fathering current employees, the only question is how many employees are affected by the grand fathering and how much money is involved. The number of employees affected was not supplied (or, at least the arbitrator could not find it in the hundreds of pages of data supplied by the parties) but the cost is shown to be \$15,525 for the 1991-1992 school year according to a note on District Exhibit 8A. Based on a scan of the hours worked shown in District Exhibit 7, the arbitrator estimated that about 58 employees are affected. This means that, on the average, employees lose \$267 per year or about 22 cents per hour on average hours of 1200 per year. (The hours estimate is a guess by the arbitrator of the average hours of the 19 B's and 39 D's who will lose vacation pay under the District's proposal.)

Again, the arbitrator finds that failure of the District to grandfather the individuals who will lose this benefit outweighs the legitimate attempt by the District to bring this benefit into line with the comparables. As opposed to its stand on pro-rating of health insurance premiums, the Association has agreed that part-time employees hired after the effective date of this award will not receive this benefit. The transition procedure proposed by the Association is preferable under the statutory criteria to the procedure proposed by the District.

Fair Share: Although both the District and the Association are agreeable to a fair share arrangement and recognize that, under the criteria giving weight to procedures that are normally or traditionally taken into consideration, fair share arrangements have become common, they disagree on

two elements in the fair share arrangements proposed by both parties. The District suggests that the initiation of fair share be dependent upon the results of a referendum conducted in accordance with ERB 15.02 of the Wisconsin Administrative Code. The Association suggests that fair share be implemented without a referendum and that current employees working less than 600 hours per year be exempt from the mandatory fair share payment.

District Exhibit 61, the WERC election certification dated May 23, 1989 shows that, out of 130 eligible employees, 64 employees voted for the Association and 53 voted against it. Association Exhibit 133 shows that, as of July 31, 1991, 72 of 128 employees are members of the Association and that only three of the 24 employees working less than 600 hours per year are members.

The arbitrator finds the Association proposal on fair share to be preferable to the District proposal for the following reasons. First of all, when compulsory membership was introduced into many major private sector initial agreements, it was customary to exempt from payment of dues those hired under the previous arrangements who had not seen fit to join the union voluntarily. Over the years, such arrangements have moved from modified union shops to full union shops as the grand fathered employees retired and new employees were required to pay union dues. The Association proposal represents a similar arrangement. It is a modified fair share arrangement under which current employees who work less than 600 hours per year are exempt from payment of the fair share fee.

Second, the arbitrator sees no need for him to order a referendum when, regardless of which offer prevails, employees have the right to petition the WERC for a fair share referendum to determine whether a fair share arrangement

shall exist. Also, the arbitrator suspects that by ordering an immediate referendum, he would be contributing to unrest which would spill over into negotiations for the next contract and thereby make it more difficult for the parties to reach agreement without resorting again to arbitration.

Other Disagreements: The Association proposes that health insurance benefits be maintained at equal to or better than the current coverage while the District proposes that benefits be equal to those of other district employees. Essentially, the District proposes to extend the teacher plan to the support staff. This will make the teacher group, which is the largest bargaining unit, the leader in the health insurance negotiations.

Although this reduces the ability of the Association to bargain separately on this issue, this well may be beneficial to the support staff in the long run because districts are less likely to resist benefit improvements for teachers than they are for support staff. Furthermore, inclusion of all the District's employees in one group should help the District control increasing health costs, a problem which is of great concern at present. Therefore the arbitrator favors the District position on this point.

Another item in dispute is the duration clause. Both parties propose a three year agreement running from July 1, 1989 through June 30, 1992. In addition, however, the Association proposes that the "Agreement will hold over until a new agreement is signed." Although this clause may not be common, the arbitrator finds it appropriate in this instance because the clause also appears in the Monroe teacher agreement. Since, the health insurance of the support unit may be tied to the health insurance of the teachers and since both units have contracts running through June 30, 1992, it seems sensible to

include this language in this Agreement in order to facilitate efficient coordination of the insurance negotiations in 1992.

One final disagreement arises in the treatment of employees whose individual wage is such that the initiation of a wage schedule in place of the individual non-schedule wages of these individuals would result in their receiving less than a two percent increase in 1991-1992. The parties agreed that such employees would receive a bonus which, with their wage increase, if any, would amount to two percent of their base wage for all hours in pay status for the school year. The difference between the parties is that the District proposes that this arrangement be contained in a side letter applicable only to this Agreement while the Association proposes to put the arrangement in the Agreement.

The arbitrator believes that this difference is a minor one. In future agreements, the parties will still have to contend with the problem of how to compensate individuals who are in effect red circled. The idea of giving them a minimum increase of two percent in the future so long as the schedule increase exceeds two percent is a humane way of gradually eliminating the red circle rates. Alternatively, the parties might agree that such individuals get no increase if they are still above schedule. The arbitrator doubts, however, that either party would countenance an arrangement under which the rates of the red circled employees are reduced to the amount provided in the schedule. In order to give "status quo" status to the need to handle the above-schedule rates, the arbitrator believes that it is preferable to include this item in the Agreement rather than in a side bar letter.

Summary: Although there are many elements of the District's proposal which are preferable to those of the Association, the arbitrator will select

the final offer of the Association because the District offer does not exempt current employees from the reduction in the District's contribution to the health insurance premium of part time employees. This is not only the largest monetary item, it is the one on which the traditional and customary procedure of grand fathering current employees is clear and should have been followed.

The arbitrator recognizes that the Association did not propose to grand father current employees and instead proposed the continuation of no pro rating of the employer contribution to the health insurance premium of part time employees. However, this problem can easily be cured in the negotiations for a contract effective July 1, 1992 - - - negotiations which are not too distant. At that point, the District can propose to grandfather all current employees and pro-rate the health insurance proposal for part time employees.

If the Association argues that the lack of pro rating represents the "status quo" and should not be set aside in a future arbitration without payment of some "quid pro quo," the District can quote to the arbitrator the express statement of this arbitrator that such position should be given no weight so long as the District exempts current employees from its proposal to pro rate. In fact, the District can claim that it has already paid for its failure to grand father current employees because it was that element of an otherwise preferable District offer which caused the arbitrator to select the Association proposal in 1991.

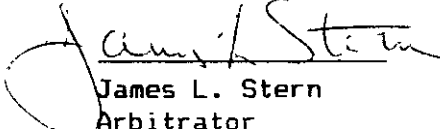
The same grand fathering approach should have been considered by the District for application to the disputes about dental insurance and vacation pay. The rationale adopted by this arbitrator on the issue of the pro rating of the health insurance premium applies equally to the pro rating of the part timers' dental insurance premium. It is appropriate to pro rate those benefits

so long as current employees are grand fathered. It should be noted also that the Association offer does discontinue vacation pay for future part timers and grand fathers current employees. The arbitrator has already indicated that, in this situation, this is the appropriate procedure for resolving this problem.

AWARD

For the reasons explained above, the arbitrator selects the final offer of the Association and orders that it and the agreed upon stipulations be placed into effect.

11/12/91
November 12, 1991


James L. Stern
Arbitrator

Appendix A

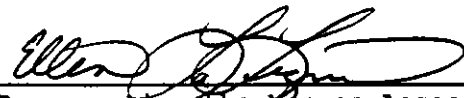
FINAL OFFER

MONROE ASSOCIATION OF SUPPORT STAFF

CASE 14, No. 44709, INT/ARB-5799

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Pursuant to 111.70 (4)(cm), Wis. Stats., (as amended) the attached represents the final offer of the Monroe Association of Support Staff for submission with the Arbitration Petition of the Association. Stipulations of the parties and the proposals of the final offer will constitute the 1989-92 Collective Bargaining Agreement between the Association and the Board of Education, Monroe School District. All terms and conditions possible for retroactive implementation are proposed to be fully retroactive for the entire term of the successor agreement.



Representing The Monroe Association of Support Staff

5/7/91

Date

MONROE ASSOCIATION OF SUPPORT STAFF (MASS)

FINAL OFFER

TO THE MONROE SCHOOL DISTRICT BOARD

May 2, 1991

5.0 - FAIR SHARE AGREEMENT

1. All bargaining unit employees shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Association, except as specified herein. No employee shall be required to join the MASS but membership in the MASS shall be available to all employees who apply, consistent with the MASS's constitution and bylaws. Employees hired before the settlement date of the Master Agreement or date of an arbitrator's award, who work less than 600 hours per year, shall be exempt from fair share payment unless they choose to become members of the MASS. After the settlement date of the Master Agreement or the date of an arbitrator's award exempt employees who work over 600 hours per year shall no longer be eligible for this exemption. In addition, all new hires after the settlement date or issuance of an arbitrator's award shall be required to pay the fair share amount.
2. The district shall deduct in equal installments from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the MASS, as provided in Section 111.70(1)(f) Wis. Stats., and is certified to the District by the MASS. Such deductions will begin in October and end in June of each school year for all non-exempt employees. The District shall pay said amount to the treasurer of the MASS on or before the end of the month in which such deduction was made. The date and amount for the commencement of these deductions shall be determined by the MASS. This District will provide the MASS with a list of employees from whom deductions are to be made with each monthly remittance to the MASS.
 - A. For purposes of this Article, exempt employees are
 1. Those employees who are members of the MASS and whose dues are deducted and remitted to the MASS by the District pursuant to Article 6 (Voluntary Dues Deduction);
 2. Those employees who paid dues to the MASS in some other manner authorized by the MASS; or
 3. Those employees defined in Section 1 of this Article.
The MASS shall notify the District of those employees who are exempt from the provisions of this Article and shall notify the District of any changes in its membership affecting the operation of the provisions of this Article.
 - B. The MASS shall notify the District of the amount certified by the MASS to be the fair share of the cost of representation by the MASS and the date for the commencement of fair share deductions, prior to any required fair share deduction.
3. The MASS agrees to certify to the District only such fair share costs are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in

this regard. The MASS agrees to inform the District of any change in the amount of such fair share costs.

4. The MASS shall provide employees who are not members of the MASS with an internal mechanism within the Association which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the MASS as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the MASS will place in an interest-bearing escrow account any disputed fair share amounts.
5. The MASS and the Wisconsin Education Association Council do hereby indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action or non-action taken by the District, which District action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the District pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the MASS and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

9.J - VACATION (Excluding Classification E)

The fiscal year for all employees is July 1 through June 30. Vacation days will be earned in the following manner:

1. First year of employment

COMPLETION OF FULL WEEKS OF EMPLOYMENT (Monday through Sunday)	VACATION DAYS EARNED
26	4
30	5
34	6
38	7
42	8
46	9
50	10

- a. New employees who have completed twenty-six (26) full weeks of employment prior to July 1 will receive four (4) days of vacation; new employees who complete thirty (30) full weeks of employment prior to July 1 will receive five (5) days; etc.
- b. New employees who have worked less than twenty-six (26) weeks prior to July 1 will accumulate no vacation for that year.

2. After one (1) full year of employment

COMPLETION OF FULL WEEKS OF EMPLOYMENT VACATION DAYS EARNED
(Monday through Sunday)

13	1
17	2
21	3
26	4
30	5
34	6
38	7
42	8
46	9
50	10

3. All vacation days must have prior approval of the employee's immediate supervisor, and may be taken during the school year.
4. Vacation will be used within one (1) year following the conclusion of the year in which it is earned if time and workload allow. In circumstances where an employee has been denied approval of vacation time, a maximum of one (1) week of unused vacation time can be carried over to the next contract year, with the approval of the employee's immediate supervisor.
5. Vacation used will be paid at the employee's normal hourly rate of pay to a maximum of eight (8) hours per day or forty (40) hours per week.
6. ~~After five (5) years of full-time (52 weeks per year) employment, one additional day (employee's normal working hours) of vacation will be granted each year to accumulate to a maximum of ten (10) additional days (or a total of twenty (20) days of vacation each year) after fifteen (15) years of employment.~~
7. Classification B, C, and D employees on payroll at the time an arbitrator's award is issued or the settlement of the contract shall continue to receive the vacation benefit as outlined above. Classification B, C, and D employees hired after that date will not be eligible for vacation benefits.

9.00 COMPENSATION

1. An across the board increase of six percent (6%) shall be applied to employees' 1988-89 base wage for 1989-90, for all hours in pay status within the bargaining unit. Retroactive pay shall be paid as a separate payroll check on the first closest payroll date from the date of voluntary agreement or the Arbitrator's award.
2. An across the board increase of six percent (6%) shall be applied to employees' 1989-90 base wage for 1990-91, for all hours in pay status within the bargaining unit. Retroactive pay shall be provided as a separate payroll check on the second closest payroll date from the date of voluntary agreement or the Arbitrator's award.

3. Employees shall be placed on the following wage schedule according to their years of service in a bargaining unit position with the School District beginning with the 1991-92 contract year.

Range		Years of Service		
		Start	1 Year	3 Years
1:	EEN 1-3, TA 1	5.63	5.83	6.03
2:	TA 2, IMC 1	5.83	6.03	6.23
3:	EEN 4-6, Cafeteria Worker	6.00	6.20	6.40
4:	IMC 2, Clerk/Typist, TV Studio Asst., Cook	6.30	6.50	6.70
5:	Crossing Guard, Playground Supervisor, EEN 7	6.55	6.75	6.95
6:	Print Operator/Helper, Prep Head Cook, Secretary 1, Custodian 1, Maintenance 1	7.05	7.25	7.45
7:	Secretary 2, Assistant Book- keeper, EEN Bus Driver, Custodian 2	7.40	7.60	7.80
8:	Building Head, AV Head, Acct. Payable, Curriculum Coord., & Special Ed. Secretaries AV Secretary/Typist, Head Custodian	8.15	8.35	8.55

After five (5) years of service with the District, the employe shall receive an additional eight cents (\$.08) per hour for each year within the District applied to their base wage, without limitation.

Any employee who does not receive a pay increase under the schedule in comparison to their rate of pay in the prior year shall receive a two percent (2%) bonus applied to their base hourly wage for all hours in pay status for the school year. Employees receiving less than a two percent (2%) wage increase will receive the difference between their percentage hourly wage increase and two percent (2%) as a bonus equal to that difference times their hours in pay status for the school year.

10.00 - INSURANCE BENEFITS

10.00 - Health Insurance (Excluding Classification E)

1. The insurance carrier will be determined by the Board of Education. Benefit levels will be equal to or greater than present coverage.
2. The employer will pay ninety percent (90%) of the single or family health insurance premium.
3. Upon termination of employment, an employee will be allowed to remain under the group health insurance coverage for eighteen (18) months by paying 100% of the premium costs.

4. It shall be the employee's responsibility to notify the district in writing of changes for health insurance coverage (i.e. marriage, divorce, births, deaths, etc.) within thirty (30) days of change, otherwise evidence of insurability may be required.

10.00 B - Dental Insurance (Excluding Classification E)

1. The insurance carrier will be determined by the board of education. Benefit levels will be equal to or greater than present coverage.
2. The employer will pay 80% of the single or family dental insurance premium.
3. Upon termination of employment, an employee will be allowed to remain under the group dental insurance coverage for eighteen (18) months by paying 100% of the premium costs.
4. It shall be the employee's responsibility to notify the district in writing of changes for dental insurance coverage (i.e. marriage, divorce, births, deaths, etc.) within thirty (30) days of change, otherwise evidence of insurability may be required.

26.00 DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1989 and shall remain binding through June 30, 1992. This Agreement will hold over until a new agreement is signed.

MONROE ASSOCIATION OF SUPPORT STAFF (MASS)

FINAL OFFER REVISION

TO THE MONROE SCHOOL DISTRICT BOARD

September 30, 1991

9.J - VACATION

6. After five (5) years of full-time employment (for Class A employees only), one additional day (employee's normal working hours) of vacation will be granted each year to accumulate to a maximum of ten (10) additional days (or a total of twenty (20) days of vacation each year) after fifteen (15) years of employment.

Appendix B
ZNT ARB-5799

MONROE SCHOOL DISTRICT BOARD
FINAL OFFER TO THE
MONROE ASSOCIATION OF SUPPORT STAFF
March 13, 1991

RECEIVED
MAY 08 1991
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

5.00 FAIR SHARE AGREEMENT

[The Board proposes that the parties stipulate to a referendum over fair share under Wis. Admin. Rules ERB section 15.02.]

- A. All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Association. No employee shall be required to join the MASS, but membership in the MASS shall be available to all employees who apply, consistent with the MASS's constitution and bylaws.
- B. The District shall deduct in equal installments from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the MASS, as provided in section 111.70(1)(f) Wis. Stats., and as certified to the District by the MASS. Such deductions will begin in October and end in June of each school year for all non-exempt employees. The District shall pay said amount to the treasurer of the MASS on or before the end of the month in which such deduction was made. The date for the commencement of these deductions shall be determined by the MASS; however, all employees shall be required to pay the full annual fair share assessment regardless of the date of which the fair share deductions commence. The District will provide the MASS with a list of employees from whom deductions are to be made with each monthly remittance to the MASS.
 1. For purposes of this Article, exempt employees are those employees who are members of the MASS and whose dues are deducted and remitted to the MASS by the District pursuant to Article 6.00 (Voluntary Dues Deduction) or paid to the MASS in some other manner authorized by the MASS. The MASS shall notify the District of those employees who are exempt from the provisions of this Article and shall notify the District of any changes in its membership affecting the operation of the provisions of this Article.
 2. The MASS shall notify the District of the amount certified by the MASS to be the fair share of the cost of representation by the MASS and the date for the commencement of fair share deductions, prior to any required fair share deduction.
- C. The MASS agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The MASS agrees to inform the District of any change in the amount of such fair share costs.

- D. The MASS shall provide employees who are not members of the MASS with an internal mechanism within the Association which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the MASS as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the MASS will place in an interest-bearing escrow account any disputed fair share amounts.
- E. The MASS and the Wisconsin Education Association Council do hereby indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the District pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the MASS and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

8.00 LEAVE PROVISIONS

J. VACATION (Classification A only)

The fiscal year for all employees is July 1 through June 30. Vacation days are earned in the following manner during the first year of employment.

1. First year of employment

COMPLETION OF FULL WEEKS OF EMPLOYMENT (Monday through Sunday)	VACATION DAYS EARNED
26	4
30	5
34	6
38	7
42	8
46	9
50	10

- a. New employees who have completed 26 full weeks of employment prior to July 1 will receive four days of vacation; new employees who complete 30 full weeks of employment prior to July 1 will receive five days; etc.
- b. New employees who have worked less than 26 weeks prior to July 1 will accumulate no vacation for that year.

2. After one full year of employment
 - a. Classification A employees shall receive 10 days of vacation per year.
 - b. All vacation dates MUST have prior approval of the employee's immediate supervisor.
3. All vacation dates must have prior approval of the employee's immediate supervisor and may be taken during the school year if approved by the immediate supervisor.
4. Vacation must be used within one year following the conclusion of the year in which it is earned if time and workload allow. In circumstances where an employee has been denied approval of vacation time, a maximum of one week of unused vacation time can be carried over to the next contract year, with the approval of the employee's immediate supervisor.
5. Vacation used will be paid at the employee's normal hourly rate of pay to a maximum of eight hours per day or 40 hours per week.
6. After five years of full-time (52 weeks per year) employment, one additional day (employee's normal working hours) of vacation will be granted each year to accumulate to a maximum of ten additional days (or a total of 20 days of vacation each year) after 15 years of employment.

9.00 COMPENSATION

An across-the-board increase of 6 percent shall be applied to each employee's 1988-89 base wage for 1989-90. An across-the-board increase of 6 percent shall be applied to each employee's 1989-90 base wage for 1990-91. A 1991-92 wage schedule is attached.

10.00 INSURANCE BENEFITS

- A. Health Insurance (rates change beginning with June deduction). Employees must work a minimum of 1080 hours per fiscal year to be eligible for any level of insurance coverage.
 - 1) The insurance carrier will be determined by the board of education. Benefit levels will be equal to those offered to other employees in the district.
 - 2) The district will pay 90 percent of the single or family health insurance premium for classification A employees.
 - a. The district will pay 81 percent of the single or family health insurance premium for classification B employees.
 - b. The district will pay 72 percent of the single or family health

insurance premium for classification C employees.

- c. The district will pay 63 percent of the single or family health insurance premium for classification D employees.
 - d. Classification E employees are not eligible for insurance.
- 4) It shall be the employee's responsibility to notify the district in writing of any changes for health insurance coverage (i.e. marriage, divorce, births, deaths, etc.) within 30 days of change, otherwise evidence of insurability may be required.
- B. Dental Insurance (for job classifications A, B, C, and D)
- 1) The insurance carrier will be determined by the board of education. Benefit levels will be equal to those offered to other employees in the district.
 - 2) The employer will pay 80 percent of the single or family dental insurance premium for classification A employees.
 - a. The district will pay 72 percent of the single or family dental insurance premium for classification B employees.
 - b. The district will pay 64 percent of the single or family dental insurance premium for classification C employees.
 - c. The district will pay 56 percent of the single or family dental insurance premium for classification D employees.
 - d. Classification E employees are not eligible for this benefit.
 - 3) It shall be the employee's responsibility to notify the district business office, in writing, of any changes for dental insurance coverage (i.e. marriage, divorce, births, deaths, etc.) within 30 days of change.

26.00 DURATION OF AGREEMENT

- A. This agreement shall be effective on July 1, 1989, and shall remain in full force and effect until and including June 30, 1992.
- B. Contract provisions which prorate health and dental insurance benefits and eliminate vacation benefits for employees in classifications B, C, and D shall be effective July 1, 1991. Prior to that time, employees in classifications B, C and D shall receive the same level of health and dental insurance benefits and vacation benefits allowed during the 1988-89 school year.

[Side Agreement: Employes who do not receive a pay increase under the agreed to schedule in comparison to their rate of pay in the prior year shall receive a bonus equal to 2 percent of their hourly wage times their scheduled hours for the school year. Employes receiving less than a 2 percent wage increase will receive the difference between their percentage hourly wage increase and 2 percent as a bonus equal to that difference times their scheduled hours for the school year. This agreement shall appear as a side letter outside of the collective bargaining agreement. It shall expire June 30, 1992.]

MONROE SCHOOL BOARD FINAL OFFER
 March 13, 1991

1991-

SUPPORT STAFF SALARY GROUPINGS

03/01/91

	Group #1	Group #2	Group #3	Group #4	Group #5	Group #6	Group #7	Group #8
1	\$5.50	\$5.70	\$5.80	\$6.20	\$7.00	\$7.10	\$7.45	\$8.20
2	\$5.70	\$5.90	\$6.00	\$6.40	\$7.20	\$7.30	\$7.65	\$8.40
3	\$5.70	\$5.90	\$6.00	\$6.40	\$7.20	\$7.30	\$7.65	\$8.40
4	\$5.90	\$6.10	\$6.20	\$6.60	\$7.40	\$7.50	\$7.85	\$8.60
5	\$5.90	\$6.10	\$6.20	\$6.60	\$7.40	\$7.50	\$7.85	\$8.60
6	\$5.98	\$6.18	\$6.28	\$6.68	\$7.48	\$7.58	\$7.93	\$8.68
7	\$6.06	\$6.26	\$6.36	\$6.76	\$7.56	\$7.66	\$8.01	\$8.76
8	\$6.14	\$6.34	\$6.44	\$6.84	\$7.64	\$7.74	\$8.09	\$8.84
9	\$6.22	\$6.42	\$6.52	\$6.92	\$7.72	\$7.82	\$8.17	\$8.92
10	\$6.30	\$6.50	\$6.60	\$7.00	\$7.80	\$7.90	\$8.25	\$9.00
11	\$6.38	\$6.58	\$6.68	\$7.08	\$7.88	\$7.98	\$8.33	\$9.08
12	\$6.46	\$6.66	\$6.76	\$7.16	\$7.96	\$8.06	\$8.41	\$9.16
13	\$6.54	\$6.74	\$6.84	\$7.24	\$8.04	\$8.14	\$8.49	\$9.24
14	\$6.62	\$6.82	\$6.92	\$7.32	\$8.12	\$8.22	\$8.57	\$9.32
15	\$6.70	\$6.90	\$7.00	\$7.40	\$8.20	\$8.30	\$8.65	\$9.40
16	\$6.78	\$6.98	\$7.08	\$7.48	\$8.28	\$8.38	\$8.73	\$9.48
17	\$6.86	\$7.06	\$7.16	\$7.56	\$8.36	\$8.46	\$8.81	\$9.56
18	\$6.94	\$7.14	\$7.24	\$7.64	\$8.44	\$8.54	\$8.89	\$9.64
19	\$7.02	\$7.22	\$7.32	\$7.72	\$8.52	\$8.62	\$8.97	\$9.72
20	\$7.10	\$7.30	\$7.40	\$7.80	\$8.60	\$8.70	\$9.05	\$9.80
21	\$7.18	\$7.38	\$7.48	\$7.88	\$8.68	\$8.78	\$9.13	\$9.88
22	\$7.26	\$7.46	\$7.56	\$7.96	\$8.76	\$8.86	\$9.21	\$9.96
23	\$7.34	\$7.54	\$7.64	\$8.04	\$8.84	\$8.94	\$9.29	\$10.04
24	\$7.42	\$7.62	\$7.72	\$8.12	\$8.92	\$9.02	\$9.37	\$10.12
25	\$7.50	\$7.70	\$7.80	\$8.20	\$9.00	\$9.10	\$9.45	\$10.20

Employees shall receive a 20¢ per hour increment when reaching steps 2 and 4. Employees shall receive an 8¢ per hour longevity increment for each year of experience beyond step 5, without limitation.