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INTEREST ARBITRATION  
OPINION AND AWARD

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of Interest Arbitration

between

SCHOOL DISTRICT OF BUTTERNUT

Case 21

No. 46586

and

INT/ARB-6227

CHEQUAMEGON UNITED TEACHERS

Decision No. 27313-A

Hearing Held

Appearances

November 2, 1992  
St. Paul's Lutheran Church  
301 West Main Street  
Butternut, WI

For the Employer:

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Weld, Riley, Prenn & Ricci, S.C.  
715 South Barstow Street  
P.O. Box 1030  
Eau Claire, WI 54702-1030

Arbitrator

For the Union:

Steven Briggs  
1000 Woodrush Lane  
Darien, IL 60561

Barry Delaney  
Executive Director  
Chequamegon United Teachers  
Box 311  
Hayward, WI 54843-0311

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BACKGROUND

The School District of Butternut (the Employer), and the Chequamegon United Teachers (the Union) met in collective bargaining on seven occasions between June 12, 1991, and November 22, 1991, in an effort to reach accord on the terms of an initial collective bargaining agreement. The bargaining unit is composed of

all regular full-time and regular part-time support personnel employed by the District excluding supervisory, managerial, confidential and professional employees. On November 22, 1991, the Union filed a petition requesting the Wisconsin Employment Relations Commission (W.E.R.C.) to initiate interest arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. A member of the W.E.R.C. staff conducted an investigation on three separate occasions and ultimately determined that the parties were at impasse. By June 24, 1992, both parties had submitted final offers for interest arbitration.

On August 11, 1992, the undersigned was notified of his selection as Arbitrator in the case per a letter from A. Henry Hempe, W.E.R.C. Chairperson. The interest arbitration hearing was held on November 2, 1992, during which time both parties were afforded full opportunity to present evidence and argument in support of their respective positions on the outstanding issues. The hearing was not transcribed. At the close of the hearing the parties agreed to file Posthearing Briefs directly with the Arbitrator for exchange. Exchange of the Posthearing Briefs was done on December 11, 1992; Reply Briefs were exchanged through the Arbitrator on January 16, 1993.

#### STATUTORY CRITERIA

The Arbitrator is charged with the responsibility of deciding which of the parties final offers will be included in their 1991-1994 collective bargaining agreement, using the criteria set forth in Sec. 111.70(4)(cm)7 of the Municipal Employment Relations Act. Those criteria are enumerated below:

- 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 employes involved in

the arbitration proceeding with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

- e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.
- f. Comparison of the wages, hours and conditions of employment of municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes 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 employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, 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 private employment.

## THE ISSUES

The parties were not able to resolve the following issues, and have submitted them to the undersigned as part of their respective final offers: (1) wages; (2) health insurance; (3) paid holidays; (4) money in lieu of health insurance; (5) health and dental insurance carrier language; (6) probationary period language; (7) discipline and/or discharge during probationary period; (8) grievance procedure; (9) employee rights; (10) extended unpaid leave; and (11) temporary assignments.

## THE COMPARABLES

The parties agree that school districts within the Indianhead Athletic Conference (the Conference) are the appropriate group for comparison purposes. Those districts are listed below:

Bayfield  
Butternut  
Drummond  
Glidden  
Hurley  
Mellen  
Mercer  
Solon Springs  
South Shore  
Washburn

The Employer also believes that Ashland County, in which Butternut School District is located, and the four contiguous counties of Bayfield, Sawyer, Price and Iron constitute a valid comparables pool. Such communities are comparable to Butternut School District to the extent that they employ people in the same job classifications (i.e., secretaries, cooks, custodians) and compete with Butternut School District for their services. That is, persons living in any one of those five counties would have the mobility to commute to jobs in any one of the other four. The Arbitrator is therefore inclined to view those counties collectively as a single local labor market. Moreover, I am mandated by statute to consider the wages, hours and working conditions of public employees in those counties, per the terms of

Secs. 111.70(4)(cm)d and e. The same may be said of private sector employers within them.

## WAGES

### Employer Position

The Employer's final offer is affixed hereto as "Attachment A." For the first year (1991-1992) of the parties three-year collective bargaining agreement it provides an 8% increase for the positions of administrative secretary, assistant administrative secretary, secretary/health aide, dishwasher, playground aide, teacher aide, and special education aide. The Employer feels that employees so classified are entitled to this large increase to correct past wage inequities as to the comparables. Employees in the remaining classifications (head cook, cook, head custodian, and custodian) would receive a 5 percent first-year increase. For the second year (1992-1993) the Employer increased the salary schedule by \$.20 for the positions of assistant administrative secretary, secretary/health aide and teacher aide and/or special education aide. Its final offer then provides an additional 5% increase across all classifications. For the third year of the agreement the Employer's offer provides another \$ .20 for assistant administrative secretaries, secretary/health aides, and teacher aides and/or special aides. In addition, the Employer's offer would then provide a 4.75 percent across-the-board increase. The Employer argues that the structure of its wage offer reflects an attempt to even out wage inequities and provide a reasonable system for compensation.

### Union Position

The Union's final offer is included with this Opinion and Award as Attachment B. Its wage offer provides that for 1991-1992 employees who would have been at the maximum step the preceding school year shall receive either the wage rate indicated in its salary schedule proposal or a 7.5 percent increase, whichever is less. For that same year employees with less than two years' experience prior to the preceding year would receive either the wage rate indicated in the Union's salary schedule or a 10.5 percent increase, whichever is

less. For 1992-1993, employees would receive either the schedule rate or a 10.5 percent increase, whichever is less. And for 1993-1994, employees would be paid either the schedule rate or a 13.8 percent increase, whichever is less. The Union believes that its salary offer addresses historical wage inequities in the bargaining unit more effectively than does the Employer's salary offer.

### Discussion

The difference between the total wage cost of the parties' respective offers is only about \$5,000 over the length of the three-year agreement. While that difference is quite small, there is a great deal of difference as to the way in which the money is spread across the salary schedules. The Union relies primarily on comparison with Conference averages, noting that its offer ranges from 88.7 percent to 94 percent of the average; in contrast, the Union argues, the Employer's offer reflects a low of 63.6 percent to a high of 93.4 percent of the averages. But the averages calculated by the Union have a tendency to be inflated. For example, the Conference average maximum rates calculated by the Union include longevity rates for Bayfield and Mercer. In the former, that rate is not attained until the employee has accumulated ten years' seniority; in the latter, the rate is not reached until the employee has worked in the district for fifteen years. In contrast, it takes but two years for Butternut employees to reach the maximum under either the Employer's or the Union's final offer.

The Union's salary offer is not a conventional one whereby any given employee can simply consult the schedule and determine his/her salary. Moreover, its guarantee of a step increase or a percent increase (the lesser of the two) would result in about half of the employees being off the schedule for each of the three years of the agreement. That is, they would actually be receiving lower hourly rates than their designated salary step. The Arbitrator is very reluctant to adopt such a pay mechanism, as it provides no guarantee that employees with similar experience in the same classification would receive the same salaries and increases. Moreover, when the parties prepare to bargain for their next agreement, they will have to bargain anew about placement of the "off-schedule" employees onto the salary schedule.

Both parties acknowledge that support staff employees in Butternut School District have been historically underpaid when considered within the context of the comparables pool. And even a cursory review of the parties' offers reveals that under each some "catch up" is provided to employees in certain job classifications. For example, the Employer's offer provides an 8% increase over 1990-1991 rates for the positions of administrative secretary, assistant administrative secretary, secretary/health aide, dishwasher, playground aide and teacher aide and/or special education aide, and a 5% increase for all other classifications. Such increases compare very favorably with conference districts' wage settlements for the same period. Moreover, the Employer's composite wage offer equates to a 6.43% increase, which is higher than that in seven of the nine conference districts. For 1992-1993 the Employer's composite wage offer is 5.97%, which is higher than the wage increases received by support staff employees in five of the six settled districts. Only one of the comparable districts has established 1993-1994 wage increases, so it is difficult to evaluate the Employer's 5.2% composite wage offer. The Union's salary offer is also based upon the "catch-up" concept, but it accelerates Butternut support staff at a more rapid rate (i.e., composite wage increases of 6.51%, 6.93% and 8.52% for each of the three years). The Arbitrator understands fully that Butternut support staff have been paid at the lowest levels across Conference districts, and that the Employer's offer does not move them to a level equal to the Conference average. However, it would be inappropriate to advance them to the Conference average in one fell swoop through interest arbitration. Conventionally, unions obtain advances for employees in piecemeal fashion, making modest wage and benefit gains in successive rounds of bargaining. It is extremely rare for a union in bargaining a first contract for employees whose wages have been at the bottom historically to achieve complete wage parity in one round of bargaining. Accordingly, since interest arbitration is intended to approximate the outcome of free collective bargaining, the Arbitrator favors adoption of the Employer's wage offer in the instant case.

The Employer's final offer also appears to be the more reasonable when compared to private and other public sector settlements in the area. Negotiated increases across the three Price County bargaining units, for example, generally ranged from 3% to 5% for 1991. The range for 1992 was identical. The range of private sector settlements for the same years was much lower. Taken all together, these settlements reflect the unfavorable economic context in which

unions found themselves during those years as they sought wage gains for their employees. Butternut support staff were bargaining under those same conditions, and it would be unrealistic for the Arbitrator to adopt the Union's wage offer against such an economic backdrop. Moreover, since both parties' wage offers exceed cost-of-living increases for 1991 and 1992, adoption of the Employer's offer would still grant to Butternut support staff modest gains as compared to the rate of inflation.

## HEALTH INSURANCE

### Employer Position

The Employer argues that its offer on health insurance maintains the status quo. It provides fully paid health insurance for 12-month employees working at least 20 hours per week and for all other employees who work at least seven hours per day. According to the Employer, the Union's offer represents a radical departure from the status quo, to such an extent that its adoption would unduly change the economic relationship between the parties.

The Employer's final offer on the health insurance issue is quoted in its entirety below:

Health Insurance. For all twelve-month employees who are regularly scheduled to work at least twenty (20) hours per week and for all other employees who are regularly scheduled to work at least seven (7) hours per day, the District's monthly contribution toward the family and single plans shall be dollar amounts equal to the actual monthly premiums for 1991-1992, 1992-1993, and 1993-1994, respectively. The Board retains the right to select the carrier and/or self-fund its health insurance plan provided the level of benefits remains substantially equivalent to the current level of benefits. Eligible employees who elect not to enroll in the health insurance program shall be paid \$100.00 per month in lieu of the family health insurance plan and \$50.00 per month in lieu of the single health insurance plan.



Dental Insurance. For all twelve-month employees who are regularly scheduled to work at least twenty (20) hours per week and for all other employees who are regularly scheduled to work at least seven (7) hours per day, the District shall pay the full cost of the dental insurance plan. The Board retains the right to select the carrier and/or self-fund its dental insurance plan provided the level of benefits remains substantially equivalent to the current level of benefits.

### Union Position

The Union's offer on this issue would provide fully-paid health insurance for all employees who work at least twenty hours per week, regardless of whether they are 12-month employees. The Union argues that all nine of the comparable districts provide health insurance to employees who do not work twelve months but who do work twenty or more hours per week. Moreover, the Union notes, eight of the nine comparable districts pay the full health insurance premium for such employees (Glidden pays on a pro-rated basis). The Union also points to the fact that its health insurance offer provides insurance and service benefits which are "the same or better" than those received by Butternut support staff in 1990-1992, whereas the Employer's offer merely provides insurance and service benefits "substantially equivalent" to those currently received by them. The Union also feels its members would be exposed to extreme liability under the Employer's offer because its self-funded nature would exempt it from a variety of state regulations protecting employees suffering from such catastrophic illnesses such as AIDS.

The Union's final offer on the health insurance issue is quoted below:

Health and Medical Insurance: The District shall provide and pay for group hospital medical insurance for all employees who work twenty (20) hours or more per week during the school year. Such insurance shall be the plan and carrier that was in effect during the 1990-1991 year (or a plan and carrier that will provide the same or better benefits and service that were in effect for 1990-1991) unless the parties agree otherwise. Employees who work 20 or more hours per week during the school

year and do not take health insurance shall receive \$107 (\$114.49 for 1992-93 and \$122.50 for 1993-1994) per month in lieu of the family health insurance plan and \$50.00 (\$53.50 for 1992-93 and \$57.25 for 1993-1994) per month in lieu of the single health insurance plan.

Dental Insurance: The District shall provide and pay for group dental insurance for all employees who work twenty (20) hours or more per week during the school year. Such insurance shall be the plan and carrier that was in effect during the 1990-91 year unless the parties agree otherwise.

### Discussion

The health insurance issue is one of the most controversial and costly to come across the bargaining table in the last decade. Employers and unions alike have expressed serious concerns about its rapidly escalating costs, and concessions from unions have been the rule rather than the exception. No longer is fully paid coverage provided to the vast majority of employees; rather, in increasingly larger numbers employees are being asked to share the financial burden of medical coverage. In the face of this general trend, the Employer's offer to pay the full premiums for each of the three contract years seems most reasonable.

Stripped of their rhetoric, the parties' offers on the coverage aspect of this issue affect only one person (Diane Peterson). Ms. Peterson has written a letter to the District indicating that if she received health insurance coverage she would opt for the cash in lieu of the coverage option anyway. Thus, adoption of the Employer's offer would not place any of the unit employees under severe hardship due to lack of coverage. But if Ms. Peterson were to change her mind about that option, or if she were to be replaced by another employee under similar circumstances (i.e., not a twelve-month employee), the cost to the Employer for medical insurance under the Union's offer would be nearly \$4,000 over the life of the contract. Requiring the Employer to make such a quantum leap from the status quo of absolutely no cost for Ms. Peterson's health insurance requires the showing of compelling circumstances indeed. The Arbitrator has not found evidence of such circumstances in the record.

The Union argues that all of the comparables support adoption of its offer on the health insurance issue. But Union Exhibit 21 reflects the fact that two of them (Glidden and Solon Springs) pay dollar amounts equal to the full premium. Thus, the Employer's offer in the instant case is not standing on its own out in left field. The Arbitrator recognizes that the majority (7 out of 9) of the comparables provide 100% of the premium for covered employees. But again, interest arbitration was not intended to catapult employees in a newly-formed bargaining unit all the way to parity with their counterparts across comparable districts in one giant leap.

In the Arbitrator's view, the Employer's final offer on health insurance is reasonable. It provides the equivalent of full premium coverage for the three-year life of the agreement, and maintains such coverage for those employees who have had it before. Moreover, the self-funding option written into the Employer's offer is an extension of the status quo. The Union has provided no evidence that such self-funding has created a hardship in the past for any Butternut support staff. Thus, the Arbitrator is not persuaded of the need to depart from the status quo. Such a departure is more properly made through the give-and-take of the collective bargaining process.

With regard to dental insurance, the Arbitrator notes that both parties' offers require the Employer to pay the full cost. And that cost appears substantial indeed, when juxtaposed against health insurance costs across the comparables pool. In each of the three contract years the dental insurance premium for Butternut support staff exceeds the conference average.

On balance, and with particular emphasis on the fact that the Union's final offer on this issue would make substantial changes to the status quo, the Arbitrator favors adoption of the Employer's offer on the health insurance issue.

## PAID HOLIDAYS

### Employer Position

The Employer's final offer on this issue provides 7.5 paid holidays for 12-month employees. It also includes Christmas as a paid holiday for other employees, effective July 1, 1992. The Employer notes that such employees currently receive no paid holidays, and that the Union's offer would provide them with two paid holidays for 1991-1992 and one and one-half additional paid holidays for the ensuing years. It argues further that its final offer represents a gradual and reasonable advance from the status quo, while the Union's offer increases the paid holiday benefit by 66.7% over a two year period.

### Union Position

The Union notes that the Conference average for paid holidays is 8.1 for 12-month employees and 5.1 for all others, and argues that the Employer's final offer here provides significantly fewer paid holidays for the latter group. Moreover, the Union believes that its offer is reasonable, for it provides only 3.5 paid holidays for such employees (as compared to 5.1 for the Conference average). The Union also argues that the Employer's offer treats 12-month employees much better than the rest, since they would be receiving 92.6% of the Conference average while the six other employees would receive only 19.6% of it.

### Discussion

Both parties' offers on this issue treat 12-month employees nearly identically. That is, both provide 7.5 paid holidays for them. The Union's offer gives such employees a choice between Christmas Eve Day or Rosh Hashanah, and Christmas Day or Yom Kippur, while the Employer's does not. On that limited aspect of the paid holiday issue, the Union's offer seems slightly more acceptable, in that it seems to embody a more widespread tolerance for disparate religious beliefs. However, the Union's offer makes a larger departure from the status quo than does the Employer's offer. The Arbitrator emphasizes again that this is a dispute over the first contract, and that Rome wasn't

built in a day. In free collective bargaining unions negotiating the first contract generally expect to make modest inroads; they do not normally have the bargaining power to achieve blockbuster gains overnight. And from a neutral perspective, moving non-12-month employees from no paid holidays to 3 1/2 in one round of bargaining does not seem to be a modest inroad. The Arbitrator is therefore unwilling to adopt the Union's final offer on this issue.

### THE REMAINING ISSUES

The Arbitrator is bound by statute to adopt the entire final offer of one party or the other. Thus, since both parties agree that the remaining issues are minor in comparison to wages, health insurance and paid holidays, and having already determined from the foregoing analysis that the Employer's final offer is the more reasonable on each of those three major issues, the Arbitrator reviewed the Employer's final offer on the remaining issues to determine whether it is unreasonable and, therefore, unacceptable. That review has convinced me that none of its offers on those issues is unreasonable. Extended discussion of those issues here would merely be an academic exercise, then, as it could not possibly result in adoption of the Union's final offer. Suffice it to say that the Employer's offer on those issues does not contain a fatal flaw.

AWARD

Upon full consideration of both parties' positions on all of the issues, and employing all of the criteria set forth in Sec. 111.70(4)(cm)7 of the Municipal Employment Relations Act, the Arbitrator hereby adopts the final offer of the Employer. It shall be incorporated into the parties' 1991-1994 collective bargaining agreement, along with their previously agreed to stipulations on issues not brought before the Arbitrator in this proceeding.

Signed by me at San Francisco, California, this 16th day of March, 1993.

  
\_\_\_\_\_  
Steven Briggs

ATTACHMENT A

Name of Case: BUTTERNUT SCHOOL DISTRICT  
CASE 21 NO: 46586 INT/ARB-6227

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.

5-6-92  
(Date)

Kathy J. Palmer  
(Representative)

On Behalf of: Butternut School District

6/27/92

SCHOOL DISTRICT OF BUTTERNUT  
FINAL OFFER  
TO THE  
CHEQUAMEGON UNITED TEACHERS  
FOR A 1991 - 94 CONTRACT

1. All tentative agreements reached between the parties.

2. ARTICLE 2.0 - DEFINITION OF EMPLOYEE

2.8 All employees shall serve a probationary period of nine (9) working months from the date of hire. During the probationary period, the employee shall be subject to discipline and/or dismissal for any reason without recourse to the grievance procedure.

3. ARTICLE 4.0 - GRIEVANCE PROCEDURE

Step 4: The Union may, within thirty (30) days of receipt of the Board's decision, submit the grievance to binding arbitration. The parties shall first attempt to mutually agree on a member of the Wisconsin Employment Relations Commission (WERC) staff to serve as arbitrator. If the parties are not able to agree on the selection of an arbitrator, the arbitrator shall be appointed by the WERC from the WERC's staff.

4. ARTICLE 13.0 - HOLIDAYS

13.1 All twelve (12) month employees shall receive the following paid holidays:

- New Year's Eve (1/2 day)(p.m.)
- New Year's Day
- Good Friday (1/2 day)(p.m.)
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Eve (1/2 day)(p.m.)
- Christmas Day

13.2 Effective July 1, 1992, all other employees shall receive Christmas as a paid holiday.

13.3 In order to be paid for the holiday, the employee must work or be on paid leave the last scheduled work day before the holiday and the first scheduled work day after the holiday.



## ARTICLE 15.0 - LEAVES

15.2 Personal Leave: One day of personal leave will be granted each year, non-accumulative, with the restrictions: no more than two employees on any one day; the personal leave cannot be taken before or after holidays; to be used for legal matters that cannot be done outside the school day and for family illness or medical treatment of family members and unforeseen emergencies. Union business is excluded from this clause. A 24 hour notice shall be given if possible to the Administrator. Personal leave may be taken in increments of 1/2 days.

Effective 1993-94, a second day of personal leave will be granted each year with the following restrictions:

- a. The day will be deducted from accumulated sick leave;
- b. The day shall not be accumulative;
- c. If possible, a 24 hour notice shall be given to the Administrator;
- d. Such leave may be taken in half day increments.

15.8 Extended Unpaid Leave: The Board may, in its discretion, grant additional unpaid leave to an employee for medical or personal reasons. The Board's decision regarding a request for unpaid leave shall not be subject to review under the grievance procedure. While on such leave, the employee shall not receive or accrue any fringe benefits.

While on extended unpaid leave, the employee shall be permitted to remain in the District's group health insurance plan, at his/her own expense, for the time required by state and federal law.

## ARTICLE 16.0 - FRINGE BENEFITS

16.1 Health Insurance: For all twelve-month employees who are regularly scheduled to work at least twenty (20) hours per week and for all other employees who are regularly scheduled to work at least seven (7) hours per day, the District's monthly contribution toward the family and single plans shall be dollar amounts equal to the actual monthly premiums for 1991-92, 1992-93, and 1993-94, respectively. The Board retains the right to select the carrier and/or self-fund its health insurance plan provided the level of benefits remains substantially equivalent to the current level of benefits. Eligible employees who elect not to enroll in the health insurance program shall be paid \$100.00 per month in lieu of the family health insurance plan and \$50.00 per month in lieu of the single health insurance plan.

16.2 Dental Insurance: For all twelve-month employees who are regularly scheduled to work at least twenty (20) hours per week and for all other employees who are regularly scheduled to work at least seven (7) hours per day, the District shall pay the full cost of the dental insurance plan. The Board retains the right to select the carrier and/or self-fund its dental insurance plan provided the level of benefits remains substantially equivalent to the current level of benefits.

7.

## ARTICLE 17.0 - COMPENSATION

When an employee is assigned to fill in for another bargaining unit employee whose position is paid at a higher wage rate and such assignment continues for a least five (5) working days, then the employee shall be paid at the lowest step of the wage schedule for the higher paying position which generates an increase in the employee's hourly wage rate, retroactive to the first day of the assignment.

When an employee is permanently promoted or transferred to a new position, the employee shall be placed on the lowest step of the wage schedule for that position which results in an increase in the employee's hourly wage rate. If this provision results in the employee not being placed at the top of the schedule, the employee shall receive an increment after each year the employee holds this position until the employee reaches the top of the schedule. Example: if the employee is placed in this new position on the second step of the salary schedule then at the end of twelve months he/she will be advanced to the third step of the salary schedule.

If an employee voluntarily posts down to another position within his/her same department, the employee shall continue on the same step and shall advance through the wage schedule gaining an increment for every year the employee holds this position until the employee reaches the top of the schedule. Example: if the employee is placed in this new position on the second step of the salary schedule then at the end of twelve months he/she will be advanced to third step of the salary schedule.

If an employee voluntarily posts down to another position outside his/her department, the employee shall be placed on the step of the wage schedule that reflects the years of experience he/she has had doing such duties during the last ten (10) years.

8.

## ARTICLE 18.0 - TERM OF AGREEMENT

18.1 This Agreement shall be in full force and effect from July 1, 1991 through June 30, 199~~2~~.

BUTTERNUT SUPPORT STAFF  
DISTRICT OFFER

(INCREASE OF 8% IN 1991-92 FOR CERTAIN POSITION, REMAINING POSITIONS RECEIVE 5%)  
(INCREASE OF \$.20 BEFORE ACROSS THE BOARD 1992-93 AND 1993-94 INCREASE FOR CERTAIN POSITIONS)  
(INCREASE OF 5% FOR 1992-93 AND 4.75% FOR 1993-94 FOR ALL POSITIONS)

1991-92 DISTRICT SALARY SCHEDULE	BEGINNING RATE	AFTER 1 YEAR	AFTER 2 YEARS
* Administrative Secretary	6.80	7.56	8.01
* Ass't Admin. Secretary	5.24	5.89	6.17
* Secretary/Health Aide	5.24	5.89	6.17
Head Cook	6.98	7.82	8.22
Cook	5.99	6.72	7.07
* Dishwasher	4.59	4.86	5.13
* Playground Aide	4.59	4.86	5.13
* Teacher Aide &/or Spec. Ed. Aide	5.13	5.40	5.67
Head Custodian	8.35	9.35	9.82
Custodian	7.35	8.24	8.65

\* POSITIONS RECEIVED AN 8% INCREASE OVER 1990-91 RATE

1992-93 DISTRICT SALARY SCHEDULE	BEGINNING RATE	AFTER 1 YEAR	AFTER 2 YEARS
Administrative Secretary	7.14	7.94	8.41
* Ass't Admin. Secretary	5.71	6.39	6.69
* Secretary/Health Aide	5.71	6.39	6.69
Head Cook	7.33	8.21	8.63
Cook	6.29	7.06	7.42
Dishwasher	4.82	5.10	5.39
Playground Aide	4.82	5.10	5.39
* Teacher Aide &/or Spec. Ed. Aide	5.60	5.88	6.16
Head Custodian	8.77	9.82	10.31
Custodian	7.72	8.65	9.08

\* POSITIONS RECEIVED A \$.20 INCREASE OVER 1991-92 RATE BEFORE THE ACROSS THE BOARD INCREASE OF 5%

1993-94 DISTRICT SALARY SCHEDULE	BEGINNING RATE	AFTER 1 YEAR	AFTER 2 YEARS
Administrative Secretary	7.48	8.32	8.81
* Ass't Admin. Secretary	6.19	6.90	7.22
* Secretary/Health Aide	6.19	6.90	7.22
Head Cook	7.68	8.60	9.04
Cook	6.59	7.40	7.77
Dishwasher	5.05	5.34	5.65
Playground Aide	5.05	5.34	5.65
* Teacher Aide &/or Spec. Ed. Aide	6.08	6.37	6.66
Head Custodian	9.19	10.29	10.80
Custodian	8.09	9.06	9.51

\* POSITIONS RECEIVED A \$.20 INCREASE OVER 1992-93 RATE BEFORE THE ACROSS THE BOARD INCREASE OF 4.75%

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ATTACHMENT B

Name of Case: BUTTERNUT SCHOOL DISTRICT  
CASE 21 NO: 46586 INT/ARB-6227

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.

5/6/99  
(Date)

Ray Welton  
(Representative)

On Behalf of: Chequamegon United Teachers

B J  
6/74/97.

CHEQUAMEGON UNITED TEACHERS' LAST OFFER  
FOR A 1991-94 COLLECTIVE BARGAINING AGREEMENT  
COVERING THE BUTTERNUT ASSOCIATE STAFF

1. The stipulations of the parties and the provisions listed below shall become the provisions of the 1991-94 agreement.
2. ~~4.2~~ - Step 4. If the Union is not satisfied with the disposition of the grievance at Step 3, the Union may, within fifteen (15) workdays of receipt of the Step 3 disposition submit the grievance to arbitration by a WERC staff member selected by the WERC, whose rules and regulations shall likewise govern the proceedings. The decision of the arbitrator shall be binding on the parties.
3. ~~5.4~~ - The Board shall not discriminate against an employee for reason of race, creed, color, marital status, age, sex, national origin, or handicap(s).
4. ~~5.6~~ - When an employee is to be investigated for wrong doing (during a meeting) and where such investigation may lead to discipline/dismissal or if an employee is going to be disciplined/dismissed; the employee shall have the right to have a Union Representative present at such meetings. If the employee requests to have a Union Representative present, such meeting will be postponed for a reasonable period of time until the Union Representative can be present.
5. ~~5.7~~ - Right to Organize: Employees shall have the right to organize, join, and assist the Union and to participate in negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms, and conditions of employment for reasons of his/her membership in the Union, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this agreement.
6. ARTICLE 5.0 - EMPLOYEE RIGHTS
  - ~~5.8~~ - All employees shall serve a probationary period of six (6) months from the date of hire. During the probationary period, the employee shall be subject to discipline and/or dismissal for any reason without recourse to the just cause standard found in the above section 5.1.

78. ARTICLE 13.0 - HOLIDAYS

13.1 - All employees are entitled to paid holidays which fall internally within the employee's work year. Employees will be compensated for paid holidays at their normal daily rate.

13.3 - The following holidays will be paid holidays:

For 12 month employees:

July 4th  
Labor Day  
Thanksgiving Day  
Christmas Eve Day (½ day-p.m.)  
or Rosh Hashanah  
Christmas Day  
or Yom Kippur  
New Year's Eve Day (½ day-p.m.)  
New Year's Day  
Good Friday (½ day-p.m.)  
Memorial Day

For all other employees:

Thanksgiving Day  
Christmas Day  
Good Friday (½ day-p.m.)  
[NOT IN EFFECT FOR 1991-92]  
Memorial Day  
[NOT IN EFFECT FOR 1991-92]

In order to be paid for the holiday, the employee must work or be on paid leave the last employee scheduled work day before the holiday and the first scheduled employee work day after the holiday.

8. 15.2 Personal Leave: One day of personal leave will be granted each year, non-accumulative, with the restrictions: no more than two employees on any one day; the personal leave cannot be taken before or after holidays; to be used for legal matters that cannot be done outside the school day and for family illness or medical treatment of family members and unforeseen emergencies. Union business is excluded from this clause. A 24 hour notice shall be given if possible to the Administrator. Personal leave may be taken in increments of 1/2 days.

Effective 1993-94, a second day of personal leave will be granted each year with the following restrictions:

- a. The day will be deducted from accumulated sick leave;
- b. The day shall not be accumulative;
- c. If possible, a 24 hour notice shall be given to the Administrator;
- d. Such leave may be taken in half day increments.

9. 12. 15.9 - Extended Unpaid Leave: The Board may, at its discretion, grant additional unpaid leave to an employee for medical or personal reasons. While on such leave, the employee shall not receive or accrue any fringe benefits.

While on an extended unpaid leave, the employee shall be permitted to remain in the District's group health insurance plan, at his/her own expense, for the time required by state and federal law.

10. ~~10.~~ ARTICLE 16.0 - FRINGE BENEFITS

16.1 - Health and Medical Insurance: The District shall provide and pay for group hospital medical insurance for all employees who work twenty (20) hours or more per week during the school year. Such insurance shall be the plan and carrier that was in effect during the 1990-91 year (or a plan and carrier that will provide the same or better benefits and service that were in effect for 1990-91) unless the parties agree otherwise. Employees who work 20 or more hours per week during the school year and do not take health insurance shall receive \$107 (\$114.49 for 1992-93 and \$122.50 for 1993-94) per month in lieu of the family health insurance plan and \$50.00 (\$53.50 for 1992-93 and \$57.25 for 1993-94) per month in lieu of the single health insurance plan.

16.2 - Dental Insurance: The District shall provide and pay for group dental insurance for all employees who work twenty (20) hours or more per week during the school year. Such insurance shall be the plan and carrier that was in effect during the 1990-91 year unless the parties agree otherwise.

11. ~~11.~~ ARTICLE 17.0 - COMPENSATION

1991-92 SALARY SCHEDULE

Classification	Beginning Salary	After 1 Year	After 2 Years
Administrative Secretary	7.46	8.32	9.18
Ass't. Administrative Secretary	7.05	7.59	8.13
Secretary/Health Aide	7.12	7.67	8.22
Head Cook	7.16	7.69	8.22
Cook	6.11	6.63	7.15
Dishwasher	5.90	6.39	6.88
Playground Aide	6.21	6.68	7.15
Teacher Aide and/or Special Education Aide and/or Library Aide	6.28	6.87	7.46
Head Custodian	8.42	9.12	9.82
Custodian	7.35	8.03	8.75

## 1992-93 SALARY SCHEDULE

Classification	Beginning Salary	After 1 Year	After 2 Years
Administrative Secretary	7.83	8.74	9.64
Ass't. Administrative Secretary	7.40	7.97	8.54
Secretary/Health Aide	7.48	8.05	8.63
Head Cook	7.52	8.07	8.63
Cook	6.42	6.96	7.51
Dishwasher	6.20	6.71	7.22
Playground Aide	6.52	7.01	7.51
Teacher Aide and/or Special Education Aide and/or Library Aide	6.59	7.21	7.83
Head Custodian	8.84	9.58	10.31
Custodian	7.72	8.43	9.19

## 1993-94 SALARY SCHEDULE

Classification	Beginning Salary	After 1 Year	After 2 Years
Administrative Secretary	8.22	9.18	10.12
Ass't. Administrative Secretary	7.77	8.37	8.97
Secretary/Health Aide	7.85	8.45	9.06
Head Cook	7.90	8.47	9.06
Cook	6.74	7.31	7.89
Dishwasher	6.51	7.05	7.58
Playground Aide	6.85	7.36	7.89
Teacher Aide and/or Special Education Aide and/or Library Aide	6.92	7.57	8.22
Head Custodian	9.28	10.06	10.83
Custodian	8.11	8.85	9.65

For 1991-92, employees who would have been on the maximum step during the 1990-91 year shall receive the above indicated wage rates for 1991-92 or a 7.5 percent increase above the wage rate they were paid for 1990-91 (which ever is less). For 1991-92 employees who had less than two years of experience (prior to the 1990-91 year) shall receive the above indicated wage rates for 1991-92 or a 10.5 percent increase above the wage rate they were paid for 1990-91 (which ever is less).

For 1992-93, employees shall receive the above indicated wage rates or 10.5 percent increase above the wage rate they were paid for 1991-92 (which ever is less).

For 1993-94, employees shall receive the above indicated wage rates or 13.8 percent increase above the wage rate they were paid for 1992-93 (which ever is less).



Employees in the bargaining unit shall be paid the same wages as teachers when assigned extra curricular duties (chaperoning, ticket taking, coaching, etc.).

When an employee is assigned to fill in for another bargaining unit employee whose position is paid at a higher wage rate, then the employee shall be paid at the lowest step of the wage rate for the higher paying position which generates a wage rate increase.

When an employee is permanently promoted or transferred to a new position, the employee shall be placed on the lowest step of the wage schedule for that position which results in an increase in the employee's hourly wage rate. If this provision results in the employee not being placed at the top of the schedule, the employee shall receive an increment after each year the employee holds this position until the employee reaches the top of the schedule. Example: if the employee is placed in this new position on the second step of the salary schedule then at the end of twelve months he/she will be advanced to the third step of the salary schedule.

If an employee voluntarily posts down to another position within his/her same department, the employee shall continue on the same step and shall advance through the wage schedule gaining an increment for every year the employee holds this position until the employee reaches the top of the schedule. Example: if the employee is placed in this new position on the second step of the salary schedule then at the end of twelve months he/she will be advanced to the third step of the salary schedule.

If an employee voluntarily posts down to another position outside his/her department, the employee shall be placed on the step of the wage schedule that reflects the years of experience he/she has had doing such duties during the last ten (10) years.

12.  
~~18.0~~ ARTICLE 18.0 - TERM OF AGREEMENT

18.1 - This agreement shall be in full force and effect from July 1, 1991 through June 30, 1994.