WISCONSIN EMPLOYMENT

In Re the Matter of the Petition of

LAKELAND EDUCATION ASSOCIATION

To Initiate Arbitration Between said Petition

-and-

Decision No. 27422-A

WALWORTH COUNTY HANDICAPPED CHILDREN'S EDUCATION BOARD

Case 14 No. 47303 INT/ARB 6439

Appearances - Esther Thornson, Executive Director, for the Association Clifford B. Beulow, Attorney at Law, for the Employer

Lakeland Education Association, hereinafter referred to As the Association, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, alleging that an impasse existed between it and the Walworth County Handicapped Children's Education Board, hereinafter referred to as the Employer. It requested the Commission to initiate arbitration pursuant to Section 111.70(4)(cm) 6 of the Municipal Employment Relations Act. A member of the Commission's staff conducted an investigation in the matter.

The Association is a labor organization maintaining its offices at 124 South Dodge Street, Burlington, WI. The Employer is a municipal employer maintaining its offices as 504 West Court Street, Elkhorn, WI. At all times material herein the Association has been and is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all certified teaching personnel including classroom teachers, librarians, special teachers and teachers on leave, but excluding administrators, work experience counselors, educational programmers, nurses, social workers, psychologists, and physical and occupational therapists. The Association and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions of the employees which expired on June 30, 1991.

On June 19, 1991 the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement. Thereafter, the parties met on six occasions in efforts to reach accord on a new agreement. On April 13, 1992, the Association filed a petition requesting that the Commission initiate arbitration pursuant to Section 111.70(4) (cm) 6 of the Municipal Employment Relations Act. The investigation conducted by a member of the Commission's staff reflected that the parties were deadlocked in their negotiations. By October 12, 1992 the parties submitted their final offers and thereupon the investigator notified the parties that the investigation was closed and that the parties remained at impasse. The Commission ordered that arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse existing between the parties and directed that they select an arbitrator. Upon being advised that the parties had selected Zel S. Rice II as the arbitrator, the Commission issued an order on November 24, 1992 appointing Zel S. Rice II as the arbitrator to issue a final and binding award to resolve the impasse by selecting either the total final offer of the Association or the total final offer of the Employer.

At the hearing, the Employer allowed the Association to amend its final offer. As a result, the parties have reached agreement on all issues but health insurance benefits.

The Association's final offer, attached hereto and marked Exhibit 1, provides that the Employer shall pay 100 percent of the premium for a health plan with benefits equal to or better than the insurance benefits provided in the proposal of the Wisconsin Education Association Insurance Group for full time teachers. It proposes that the Employer abandon the self-funding feature of the current plan and implement a comprehensive major medical plan. The plan would be implemented within 30 days of the arbitration award or as soon thereafter as is practicable. The Association's proposal increases the level of benefits beyond the Employer's proposal. The front end deductible is \$100.00 per individual with 3 deductibles per family. Once the deductible charges are met, covered services would be provided at no additional cost to the insured. The maximum out of pocket expenses would be \$100.00 per individual or \$300.00 per family. The Association's proposal increases the level of benefits in several areas including psychiatric care benefits and a prescription drug card.

The Employer's final offer, attached hereto and marked Exhibit 2 would continue the self funded health insurance plan of the Employer but would revise the health insurance benefit structure to a comprehensive major medical plan. The proposed health insurance plan has a calendar year front end or across the board deductible of \$100.00 per member with an aggregate family limit of \$300.00. After the deductible costs have been met, the plan pays 80 percent of all covered services. The out of pocket limit under the Employer's proposed health insurance plan is \$500.00 per calendar year for single coverage and \$1,000.00 per calender year for family coverage. The out of pocket limits include the deductible costs.

ASSOCIATION'S POSITION

The parties have not stipulated to a comparable group since 1985. The Association proposes a comparable group consisting of all Walworth County Public Schools, hereinafter referred to as Comparable Group A. The schools in Comparable Group A include Delavan Darien, East Troy, Elkhorn, Whitewater, Williams Bay, Badger Union High School, Brookwood, Lake Geneva Elementary, Traver, Woods, Walworth Union High School, Fontana, Reek, Sharon, and Walworth Elementary. There are about 75 special education teachers in the bargaining unit represented by the Association and approximately one-third of them teach at the Employer's building in Elkhorn. The rest have assignments at the public schools in Walworth County. The Association proposes another comparable group consisting of the six county handicapped children's education boards in Wisconsin, hereinafter referred to as Comparable Group B. These county handicapped children's education boards are located in Brown County, Calumet County, Manitowoc County, Marathon County and Racine County.

The Association argues that the intraindustry comparison between comparable school districts is the most persuasive of the possible comparisons. It contends that when considering impasses involving teachers, comparisons with other non-teaching public employees are entitled to relatively little weight due to the non-comparability of the work performed by teachers versus other govermental employees. The Association takes the position the evidence of actual historical reliance upon a comparable group provides well defined points of reference for arbitrators to realistically weigh the likely impact of the settlement on the bargaining decisions of the parties and the most important consideration is whether the parties have expressly relied upon the comparable groups in the past. It asserts that the feeder districts consisting of the schools to which the Employer has provided services provide standard configurations for arbitrators to consider as a comparable group. The Association argues that on the issue of fringe benefits such as insurance, the school districts within the area served by the Employer constitute the most comparable group. It contends that arbitrators first look to the parties bargaining history and are reluctant to depart from the comparisons used by the parties in the past. The Association takes the position that the Employer's special education teachers should be compared to other teachers in Walworth County. It asserts that it should no longer be covered by the Employer's self-funded health insurance because a self-funded plan has a higher cost of doing business because of claims, administration, commissions and the expenditures for stop loss insurance. The Association argues that a small self-funded entity like the Employer has a high cost of doing business. It contends that it is very unusual for a self-funded group of less than 150 employees to have a total cost of business less than 15 percent and points out that during the past 12 years the WEA Insurance Group has returned approximately 92 percent of every premium dollar in the form of benefits and had an operating cost of 8 percent of the total premium dollars. The Association takes the position that a self-funded employer knows where the claim dollars are spent and the employees have no confidentiality. It asserts that the final arbitrator in a self-funded plan is the Employer and the employees do not kow the real cost of the plan. The Association argues that the self funded plans are subject to very little regulation by either state law or the office of the Commissioner of Insurance. It contends that neither the Employer nor the Union knows the real cost of self funded plan benefits until many months after the end of the plan year because claims are not submitted on the date they are incurred. The Association takes the position that going to a self-funded plan results in the loss of the Commissioner of Insurance regulation jeopardizing state mandated benefits, slower payments and loss of confidentiality of medical

records. It asserts that neither party to the dispute is proposing the status quo on health insurance and points out that the deductibles are the same in both proposals. The Union points out that the Employer's proposal pays only 80 percent of the first \$2,000.00 after the deductible and a 100 percent after the \$2,000.00 while the Association's proposal includes payment of 100 percent after the deductible is met. It goes on to point out that a number of the benefits of the Association's proposal are superior to those provided by the Employer's proposal. The Association argues that its projected premium for 1993 would be \$179.30 for the single premium and \$463.90 for family premium while the Employer's proposal would be \$178.00 for a single premium and \$454.00 for the family premium. It points out that the current number of the Employer's employees covered by the self-funded plan is sufficient to add stability to the program, because 1,026 employees are covered by the plan and the members of the bargaining unit constitute about 6 percent of that total. The Association asserts that the Employer has offered no documentation that would suggest that covering 6 percent fewer employees would have an impact on the cost of the plan. It points out that the Employer provides dental insurance and long term disability insurance for members of the bargaining unit through the Wisconsin Education Association Insurance Group and the rest of the Employee's employees are under the self-funded plan for those benefits.

EMPLOYER'S POSITION

The Employer argues that the internal comparables are exactly the same as its proposal to the Association. Eight of its bargaining units represented by four other unions agreed to the same self-funded health insurance plan that the Employer has proposed to the special education teachers and the teachers constitute its only bargaining unit that has not agreed to accept the proposal. It contends that internal comparables rather than external comparables should determine the outcome of disputes on fringe benefit issues. The Employer takes the position that there is no valid reason for providing significantly different health plans to different bargaining units because they have the same community of interest regardless of which Union represents them. It asserts that internal consistency with respect to fringe benefits is a very significant factor for an arbitrator to consider and points out that the Association's health insurance proposal would create a benefit system that would be unique among the Employer's employees. The Employer argues that failure to honor the existing pattern of health insurance will undercut voluntary collective bargaining by providing superior benefits to the bargaining unit that held out for arbitration as opposed to the voluntary agreements of the eight other bargaining units. It points out that the Association has always received the same health benefits as all of the Employers other bargaining units and it has failed to identify a recent and significant change in circumstances that would compel a change from the well established practice of uniform health insurance for all employees. The Employer takes the position that the internal comparables in the this case indicate a pattern that has been established by strong vigorous unions and there is no compelling reason or any reason at all to make an exception for the

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Association. It asserts that it is not necessary to offer a Quid Pro Quo for health insurance changes in view of its rapidly escalating premium costs. The Employer argues that health insurance costs must be considered as merely one economic item that is part of a larger economic package and rising health insurance premium costs alone alter the status quo and negate the requirement for a Quid Pro Quo. It points out that its health insurance premiums have increased in the last two years from \$382.00 per month to \$454.00 per month which was an 18.8 percent increase. The Employer takes the position that these large premium increases disrupt the status quo and require the parties to reach a whole new agreement on economic matters without the necessity of offering a Quid Pro Quo. It asserts that the internal comparables fully support its position and no Quid Pro Quo was given to those bargaining units. The Employer points out that it has already agreed to pay an additional \$200.00 per returning teacher to help offset the cost impact of the changes in health insurance program which is similar to the Quid Pro Quo received by all of the other internal comparables. It takes the position that Comparable Group A, consisting of the feeder schools that it was established to service, is the most appropriate external comparable group. The Employer points out that arbitrators have consistently held the appropriate comparables for a Handicapped Children's Education Board are the school districts serviced by it. It asserts that Comparable Group C, consisting of the sixteen school districts of Burlington, Delavan-Darien, East Troy, Elkhorn, Fontana, Geneva Jt4, Geneva City Jt#2, Lake Geneva UHS, Lake Geneva Jt#1, Lina Jt#4, Linn Jt#6, Sharon Jt. 11, Walworth UHS, Walworth Jt#1, Whitewater and Williams Bay establish a clear settlement pattern for it to follow. Those schools are the feeder schools serviced by the Employer. It argues that there is no justification for expanding the comparable group to include K-8, Union High School and K-12 districts from adjoining counties. The Employer contends that its salary proposal is higher than the weighted average salary of Comparable Group C and constitutes a true and verifiable Quid Pro Quo for the changes in the insurance plan.

DISCUSSION

Interest arbitrators usually find that internal comparables rather than external comparables determine the outcome of fringe benefit disputes. In this case, eight other bargaining units of the Employer have agreed to the identical health insurance changes that have been proposed to the Association. The major problem in health insurance today is cost containment and arbitrators recognize it. Over the past five years, the Employer's premiums have increased nearly 110 percent. The Employer's proposal is designed to restructure the current plan and alter the benefits to encourage cost containment. The eight other bargaining units with which the Employer negotiates, agreed to the restructured plan that is being offered to the Association. Arbitrators have consistently held that internal comparisons with other bargaining units of the same Employer carry great weight in the absence of some unusual circumstance. Employers strive for consistency among employees with respect to fringe benefits and particularly health insurance. They want to avoid being "whip sawed" by the

various bargaining units. There is no reason why significantly different health plans should be made available to different bargaining units of the same employer in the absence of unique circumstances. Basic insurance needs do not vary significantly across bargaining units and the health insurance needs of the teachers of handicapped students do not differ substantially from those of the Employer's other employees. The community of interest of employees of the same employer is relatively the same. The Employer has always maintained an internal pattern of equity in its health insurance programs for its employees. The internal health insurance relationships of previously settled agreements with other unions representing the Employer's employees is a significant factor for the arbitrator to consider. The Employer has established a settlement pattern with the bargaining units with which it has reached agreement and its offer to the Association is consistent with it. Internal consistency with respect to fringe benefits is a very significant factor for the arbitrator to consider. The Association's health insurance proposal would create a benefit system that would be unique among the Employer's employees. Changes in health insurance benefits given to the Employer's employees should be consistent and recognize that variations between employee groups of the same Employer should be avoided if it is at all possible.

The Association is asking the arbitrator to break the pattern set by the internal comparables and allow the bargaining unit it represents to enjoy health insurance benefits that are unique and superior to those agreed upon by the eight other bargaining units. Failure to honor pattern reached by bargaining will undercut voluntary collective bargaining because it will encourage other bargaining units to take their chances in arbitration rather than settle on terms consistent with other internal settlements. The use of arbitration to obtain superior benefits or conditions of employment has an adverse effect on the morale of other workers of the same employer. The internal pattern is favored since it realistically reflects the outcome of successful negotiations.

The concept of collective bargaining is based on the theory that strong unions have the political and ecomonic muscle to bargain on an equal basis with the Employer. The eight other bargaining units with which the Employer negotiates, are represented by four different Unions and they certaining have both political and economic strength. They have reached agreements with the Employer that reflect a result that could be expected after negotiations between strong and realistic unions and a strong and realistic Employer. Arbitrators should not depart from the pattern of fringe benefits provided to other bargaining units of the Employer as a result of collective bargaining unless there is a clear showing that the units suffers in comparison or there is some compelling reason for it. Here there is no evidence that the unit represented by the Association suffers in comparison with other bargaining units of the Employer and there is no compelling reason to give them a health insurance program different from the other employees. A major change in health insurance that departs from the basic pattern of health insurance agreed upon by other employees of the Employer should not be achieved through the arbitration

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process unless there is a substantial inequity that is unfair or unreasonable or contrary to accepted standards. That is not the case here. Since negotiations first began, the Association has always received the same health insurance benefits for the employees that it represents that all other bargaining units of the Employer have received. There is no evidence that identifies a significant change in circumstances that would compel the termination of this relationship with the other bargaining units.

The collective bargaining agreement between the Employer and the Association contains a provision that seems to argue against separate treatment for the Association with respect to health insurance. It states that the Employer will provide the teaching staff with any insurance plan that any other of the Employer's bargaining units receive and it goes on to state that the health insurance benefits will be the same plan approved by the other bargaining units. That provision recognizes the community of interest shared by the employees represented by the Association with the other bargaining units of the Employer. The Association has recognized that relationship by not proposing to delete the "me too" clause that is part of the expired agreement.

The Association relies upon Comparable Group A which includes school districts in Walworth and Racine Counties. It also relies upon Comparable Group B which consists of the six county handicapped children's education boards in Wisconsin. Comparable Group B is not particularily appropriate because it includes six Handicapped Children's Education Boards spread out over Wisconsin that have no particular commonality with the Employer. There is no reason why the Association's members should receive the same health insurance benefits that are given to teachers by Handicapped Children's Education Boards in Brown County, Marathon County and Calument County as opposed to the plan agreed to by all of the Employer's other employees. The relationships between the employees of the Employer and those in the six counties constituting Comparable Group B are substantially different and there are significant differences in wages, hours and conditions of employment. The Association makes a better argument for the use of Comparable Group A because it is an intra-industry comparison between teachers in the same general geographic area. Some of those school districts in Comparable Group A constitute feeder districts consisting of the schools to which the Employer has provided services provide standard configurations for arbitrators to consider. However, the history of bargaining between the Employer and the Association reveals that there has not been a reliance upon a comparison with other teachers in Comparable Group A when health insurance has been agreed upon. The Employer has always provided the same health insurance benefits to the employees represented by the Association that it has provided to its other employees. The feeder schools are appropriate comparables to consider in terms of wages but in this situation wages are not an issue. The sole issue is health insurance and the internal comparables far outweigh the impact of any of the external comparables. The history of bargaining between the Employer and the Association indicates that they have agreed with that concept. Since bargaining first began between the Employer and the Association, they have

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agreed upon a health insurance program exactly like the one the Employer provides to all of its other bargaining units and employees.

The Association argues that a small self-funded entity like the Employer has a high cost of doing business. No evidence was presented in support of this position but the arbitrator would not dispute it. However, the Employer has chosen to provide its health insurance to its employees through a self-funded program and it is of the opinion that it is a realistic way to administer the plan. Apparently the other bargaining units agree with the Employer. In the absence of any evidence to the contrary, the arbitrator is unable to find that the Employer's self-funded program has a high cost of doing business. The Association argues that the self-funded plan deprives the employees of some confidentiality with respect to their medical history. The arbitrator concedes this but there is no evidence that the Employer has taken advantage of this fact in a way that impacts unfavorably upon its employees. The Association takes the position that going into a self-funded plan results in the loss of the Commissioner of Insurance regulation and jeopardizes state mandated benefits. The mere fact that the program is self-funded does not necessarily jeopardize state mandated benefits. If the parties bargain those benefits as part of a self-funded plan, they are not lost. The Association presented no evidence that any of the state mandated benefits would not be made available to the employees through the Employer's self-funded plan.

The Association points out that a number of the benefits of its proposal are superior to those provided by the Employer's proposal and that seems to be true. The projected premiums for 1993 are very similar and cost is not a significant factor in selecting one plan over the other. The Association's proposal has a slightly higher premium cost than that of the Employer.

The Association points out that the Employer seeks to decrease health insurance benefits. Both the Employer and the Union recognize that some change had to be made to the existing plan in order to control costs. The Association has proposed a plan that is somewhat different than the one proposed by the Employer but the cost is about the same. It has the advantage of no co-pay provision. Both parties are proposing a change in the status quo. The Association's proposal may cost slightly more than that of the Employer but the amount is not significant. Neither party has offered a real Quid Pro Quo. The health insurance program had to be changed in order to contain costs and keep them realistic enough to enable the Employer to provide a health insurance program to the bargaining unit. Under the circumstances, a Quid Pro Quo was not necessary. There are instances where a "buy out" of a benefit or a "Quid Pro Quo" for a concession on an item may be necessary. However, such a condition need not necessarily occur. Health insurance costs must be considered as merely one economic item that is part of a larger economic package. Rising health insurance premiums alone alter the status quo and negate any presumption that the prior contract arrangements for paying health costs should carry over to the -successor agreement. This arbitrator has found that a Quid Pro Quo was necessary in some health insurance situations when an effort was being made to extend health insurance benefits or expand them. That is not the situation here. Both parties recognize that the health insurance program had to be changed in order to control the costs. It was in the interest of both parties to make some changes. The Employer has reached agreement with all of its other employees on a single self-funded plan. It would be unrealistic to impose a separate plan with somewhat better benefits for the employees represented by the Association when all of its other employees would be denied them.

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

AWARD

After full consideration of the criteria set forth in the statutes and after careful and extensive evaluation of the testimony, arguments, exhibits and briefs of the parties, the arbitrator finds that the Employer's final offer as amended at the hearing more closely adheres to the statutory criteria than that of the Union and directs that the Employer's proposal contained in Exhibit 2 plus the amendment be incorporated into the collective bargaining agreement as a resolution of this dispute.

Dated as Sparta, Wisconsin this 3rd day of May, 1993. Zēl Ś. Rice II, Arbitrator

EXHIBIT 1

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FINAL OFFER OF THE

LAKELAND EDUCATION ASSOCIATION

to the

WALWORTH COUNTY HANDICAPPED CHILDREN'S EDUCATION BOARD

September 8, 1992

This final offer incorporates tentative agreements (Attachment 1) and the current agreement except as modified below:

1. ARTICLE VI - Compensation

Section G - Insurance (change to read)

1. Walworth County shall pay 100 percent of the premium for a health plan with benefits equal to or better than the insurance benefits provided in the proposal of the WEAIG for 7/01/92 to 7/01/93 for full time teachers. (Such plan to be implemented within 30 days, or as soon as is practicable, after the date of this arbitration award).

2. ARTICLE VI - Compensation

Section H - Retirement (change to read)

Effective July 1, 1991, the Walworth County Handicapped Children's Education Board agrees to contribute up to 6.1% of the individual teacher's gross salary to the Wisconsin Retirement System. Effective January 1, 1992, the Walworth County Handicapped Children's Education Board agrees to contribute up to 6.2% of the individual teacher's gross salary to the Wisconsin Retirement System. Effective January 1, 1993, the Walworth County Handicapped Children's Education Board agrees to contribute up to 6.4% of the individual teacher's gross salary to the Wisconsin Retirement System. Contribute up to 6.4% of the individual teacher's gross salary to the Wisconsin Retirement System. (This is not intended to require the Board to contribute more than the minimum required contribution on behalf of the employees).

3. SALARY SCHEDULE - Attached

- a. Effective July 1, 1991 as per attachment 2.
- b. Effective July 1, 1992 as per attachment 3.

4. NEW LANGUAGE

As soon as is practicable after the issuance of the arbitration award, the Walworth County Children's Education Board will establish a flexible spending account subject to IRS Section 125 limitations and regulations to cover non-reimbursable medical expenses. The employee will also be allowed to make pre-tax contributions to the plan for payment of child care expenses and other allowed expenses.

5. ARTICLE XIV

Change dates to reflect term of agreement to July 1, 1991 through June 30, 1993.

1. Amend Article VIII, C to add the following:

Teachers assigned to one of the school districts served by WCHCEB shall follow the calendar and assigned work schedules of the assigned districts. If a district increases or decreases the number of actual teacher work days after the 1990-91 school year, teachers assigned to that district will have their compensation increased or deceased accordingly on a pro-rata daily basis from the WCHCEB salary schedule. Actual work days are defined as student contact, inservice, records, etc. excluding holidays, nonpaid convention, etc.

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- 2. Amend Article VI, E, 2 to increase per credit reimbursement from \$90 to \$95.
- 3. Amend Article VI, J and M compensation by 5% each year of the agreement.

jkf/TA-Walworth

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ATTACHMENT 1

SALARY SCHEDULE 91-92 1950 PRT ASSOCIATION PROPOSAL

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ATTACHMENT 2

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FALARY SCHEDULE 92-93 2150 PRT ASSOCIATION PROPOSAL

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ATTACHMENT 3

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EXHIGIT 2

August 14, 1992

FINAL OFFER WALWORTH COUNTY HANDICAPPED CHILDREN'S EDUCATION BOARD

- 1. Current agreement except as modified by tentative agreements and this final offer.
- 2. Two year agreement.

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3. Amend Article VI, H to read:

Effective July 1, 1991, the Walworth County Handicapped Children's Education Board agrees to contribute up to 6.1% of the individual teacher's gross salary to the Wisconsin Retirement System. Effective January 1, 1992, the Walworth County Handicapped Children's Education Board agrees to contribute up to 6.2% of the individual teacher's gross salary to the Wisconsin Retirement System.

4. Amend Article VI,G,1 to read:

Walworth County shall pay 100 percent of the health insurance premium for full-time teachers.

- 5. Effective the first day of the first calendar month which is thirty (30) days after the date of the arbitration award, change the health insurance plan as per Attachment 1.
- 6. Salary:
 - a. Effective July 1, 1991, as per Attachment 2.
 - b. Effective July 1, 1992, as per Attachment 3.
 - c. Effective the first day of the first calendar month which is thirty (30) days after the date of the arbitration award, as per Attachment 4.

jkf/FO-Walworth

ATTACHMENT #1

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SUMMARY OF PROPOSED HEALTH INSURANCE REVISIONS

- 1. The health insurance plan will be changed from a Base Plus Major Medical Plan to a Comprehensive Major Medical Plan (CMMP), as described on the Schedule of Benefits attached hereto as Appendix A.
- 2. The lifetime maximum benefit per person shall be \$1,000,000, with no restoration provisions. The lifetime maximum applies to all payments under the Plan. Only claims paid on and after April 1, 1992, shall apply against the lifetime maximum.
- 3. Specific benefit changes agreed to by the parties:

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- a. The psychiatric benefits, as specified in the Appendix A, will include the services of a licensed psychologist. Co-insurance is as specified under Appendix A. Benefits for psychiatric care are excluded from the CMMP deductible and out-of-pocket maximums. However, such benefits are subject to the \$1,000,000 lifetime maximum per individual.
- b. The definition of "Dependent" is revised as defined in Appendix B.
- c. The revised definition of "Dependent" eliminates the prior practice in which an individual could be covered under more than one insurance plan provided by Walworth County. However, certain individuals will be provided limited grand-fathered duplication of benefits -- see attached Appendix C.
- d. UCR (Usual, Customary and Reasonable) standards are expanded to apply to all medical services, radiology and pathology services.
- e. The following special benefit maximums contained in the old health plan document are removed:
 - (1) The Hospital Benefit Period limit of 365 days of Inpatient care per Confinement.
 - (2) The 90 day lifetime limit for hospital benefits for pulmonary tuberculosis.
 - (3) The 3 visit limit under emergency accident care for sprains/strains.
 - (4) The \$10 per visit, \$60 per year, limit for radiation therapy for benign conditions.
 - (5) The benefit period limit for post-hospital coordinated home health care.
- f. Other special benefit maximums contained in the old health plan document are modified as follows:

- The physician home call limit (under the post-hospital coordinated home health care program) is increased from \$8.00 per call to \$50.00 per call.
- (2) The maximum benefit of \$30,000.00 per member per calendar year for the treatment of kidney disease will be modified to add the following provision: "The \$30,000.00 amount will be indexed to automatically increase or decrease to whatever amount is set by 632.895 (4) (a), Wis. stats., at the time established for such revision by such statutory change."
- 4. Special provisions related to the insurance plan transition:
 - a. Any deductible or co-insurance amounts paid by an employee in the same calendar year in which the CMMP is implemented, and prior to the effective date of the CMMP, will be applied towards the outof-pocket limits under the CMMP. If an employee's out-of-pocket amounts under the old plan document exceed the out-of-pocket limit under the new CMMP, there will be no refund.
 - b. No employee will be required to repay any claim amounts paid under the old plan for services which would not have been a covered service under the new CMMP.
 - c. If a child or step-child no longer meets the definition of an eligible dependent, the employee must notify the County Personnel Department within 60 days from the effective date of the CMMP. Failure to do so may make the individual ineligible for insurance continuation rights. If notice is received within 60 days, the child or step-child will be offered COBRA continuation rights, if applicable under law.
 - d. If a child was denied coverage under the old plan based on the old definition of "dependent" and that child now meets the revised definition of "dependent," then the employee must complete an application to add that child or step-child and the application must be received in the County Personnel Department within 30 days of the effective date of the CMMP. If the application is received by said date, the child or step-child will not be subject to evidence of insurability or waiting periods for pre-existing conditions. If the application is received after the deadline specified herein, the child or step-child will be subject to a health statement application and, if the application is approved, waiting periods for pre-existing conditions.
- 5. The County agrees to comply with the terms of Appendix D, concerning the implementation of the CMMP.
- 6. The County will establish an IRS Section 125 plan as follows:

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a. A flexible medical spending account with a maximum amount set aside by the employee of \$1000 per calendar year.

b. A child care account with a maximum amount set aside by the employee of \$1000 per calendar year.

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c. Employees may not participate in the Section 125 plan until they have completed their initial probationary period.

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HEALTH INSURANCE SCHEDULE OF BENEFITS

This schedule is intended as a summary of coverage under the Plan. A more detailed explanation of coverage is provided by the Group Health Care Plan Document in its entirety, and benefits payable are subject to the express wording of the Plan Document.

INDIVIDUAL LIFETIME BENEFIT MAXIMUM

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Each covered Member \$1,000,000 -- applies to all payments by the Plan for each Member's lifetime

COMPREHENSIVE MAJOR MEDICAL PLAN (CMMP)

Calendar Year Deductible:	\$100 per Member \$300 aggregate limit per Family
•	Expenses incurred for Covered Services in the last 3 months of a Calendar Year which were applied to that Calendar Year's Deductible will be applied to the Deductible of the next Calendar Year.
Coinsurance:	After You satisfy the Deductible, the Plan pays 80% of the next \$2,000 of Covered Services per Member, subject to the Out- of-Pocket limits. Thereafter, the Plan pays Covered Services for Members for the remainder of the Calendar Year up to the Lifetime Benefit Maximum.
Out-of-Pocket Limit (including the CMMP deductible(s)):	\$500 per Calendar Year, single coverage \$1,000 per Calendar Year, family coverage
Exclusions:	The CMMP Deductible, Coinsurance and Out- of-Pocket Limit are not applicable to Psychiatric Benefits.
Special Benefit Maximums: (Included in, and not in addition to	o, the Individual Lifetime Benefit Maximum)
Physician's Home Calls	Limited to a maximum of \$50.00 per call when provided as part of a post-hospital coordinated home health care program

Treatment of Kidney Disease	 Maximum of \$30,000.00 per Calendar Year per Member (Note: the \$30,000.00 amount will be indexed to automatically increase or decrease to whatever amount is set by 632.895 (4) (a), Wis. stats., at the time established for such revision by such statutory change.)
Skilled Nursing Facility	Maximum of 90 days during any one Period of Disability when placed within 24 hours of release from a Hospital
Mandated Home Care	Maximum of 40 Home Care Visits per Calendar Year per Member

PSYCHIATRIC BENEFITS

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Applies to all nervous and mental disorders and alcoholism-and other drug abuse problems. Payments made for Psychiatric Benefits do not apply towards satisfaction of the CMMP Deductible, Coinsurance and Out-of-Pocket Limit.

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Inpatient Psychiatric Care:	The Plan pays 90% of Covered Services, subject to a maximum of 60 days of inpatient treatment per Calendar Year per Member
Outpatient Psychiatric Care:	The Plan pays 80% of Covered Services for eligible outpatient services.

PRE_ADMISSION/PRE-SURGERY CERTIFICATION PROGRAM

This Plan contains requirements for pre-certification of non-emergency Inpatient Confinements or Surgeries performed in a Hospital or surgical suite, and notification of emergency Confinements within 24 hours of admission. Failure to provide notification prior to confinement or surgery, or to provide notification after an emergency admission, will result in a reduction of \$200 of benefits otherwise payable under the Plan. This reduction will not apply toward the deductible or out-of-pocket requirements of the Plan.

Appendix B

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DEFINITION OF DEPENDENT

An eligible Dependent means and includes:

- 1. The Employee's legal spouse;
- The unmarried Child of the Employee from birth to 19 years of age. "Child" includes a natural child, adopted child, or a Legal Ward of the Employee.
- 3. The unmarried stepchild of the Employee from birth to 19 years of age provided the stepchild is dependent on the Employee's household for at least 50% of his or her financial support (i.e., a child is not an eligible dependent if the child lives within the Employee's household less than 50% of the time).
- 4. The unmarried child or stepchild of the Employee to 25 years of age, provided the child is attending an accredited educational institution on a full-time basis (as determined by the institution's definition of full-time status), and is dependent on the Employee for at least 50% of his or her financial support.
- 5. The child of a covered Dependent child only until the Dependent child is 18 years of age. Student status of the Dependent child age 18 or older does not extend coverage for the grandchild.
- 6. A Dependent child or stepchild ceases to be an eligible Dependent under the plan:
 - a. At the end of the calendar month he or she marries.
 - b. At the end of the calendar month he or she reaches 19 years of age, except for unmarried students enrolled full-time in an accredited educational institution. Upon graduation from high school, a child age 19 or older is deemed to be a fulltime student until the beginning of the next regular school semester/term. If the child fails to attend school as a full-time student at that next semester/term, coverage will terminate at the end of the month in which that next semester/term began.
 - c. At the end of the calendar month in which a full-time student ceases to be a full-time student (except as provided in d.), or at the end of the calendar month in which a fulltime student reaches 25 years of age. The full-time unmarried student is deemed to be an eligible student during normal semester/term breaks. If the child fails to attend school as a full-time student at the next semester/term, coverage will terminate at the end of the month in which that next semester/term began.

- d. At the end of the semester in which a full-time student is forced to drop out of school due to his/her temporary medical disability. The period of extended coverage under the Employee's plan following the month in which the student dropped out of school shall count against the COBRA continuation eligibility period.
- 7. A Dependent Child who ceases to be an eligible Dependent as provided in (6) shall be eligible for continuation of coverage rights in accordance with State or Federal law. An unmarried child who is a full-time student and who is dependent on the employee's household for at least 50% of his/her financial support may subsequently be added to the employee's coverage, subject to the following:

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- a. If the child has continuation coverage under the Plan in effect at the time that the employee completes an application to add the full-time unmarried student to the employee's coverage, the child will be approved for coverage.
- b. If the child does not have continuation coverage under the Plan in effect at the time that the employee completes an application to add the full-time unmarried student to the employee's coverage, the child will be approved for coverage and not subject to evidence of insurability, but the child's coverage shall be subject to Late Entrant pre-existing condition provisions.
- 8. Reaching the limiting age specified herein does not end the coverage for a Dependent Child while the child is and continues to be both incapable of self-sustaining employment by reason of mental retardation or physical handicap, and who is chiefly dependent on the Employee for support and maintenance and is claimed as a dependent on the Employee's Federal tax return. The incapacity and dependency must begin while the child is insured under this Plan. The Employee must furnish proof of the incapacity and dependency within 31 days of the child reaching 19 years of age, and periodically thereafter, but no more than annually, as requested by the Plan administrator. The Employee must provide the proof at no cost to the Plan.
- 9. A Dependent ceases to be an eligible Dependent under the plan while serving in the Armed Forces of any country. The Dependent may subsequently be added to the Employee's coverage, provided application is made by the Employee within 30 days of the Dependent's discharge from the Armed Forces.
- 10. In no event shall the term Dependent include an Employee's spouse or child who is:
 - a. Covered under the Plan as an Employee;

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- b. In the Armed Forces of any country;
- c. A relative not specified above; or

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d. No longer the legal Dependent of the Employee or spouse as the result of termination of parental rights.

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11. No dependent may be covered under any insurance plan provided by Walworth County as the dependent of more than one Employee.

DISCONTINUANCE OF DUPLICATION OF BENEFITS BETWEEN COUNTY PROVIDED INSURANCE PLANS and CERTAIN GRAND-FATHERED PROVISIONS

Prior to the implementation of the revised Health Insurance Plan Document and the Dental Insurance Plan Document, it was possible for an individual to receive benefits under more than one insurance plan provided by Walworth County. Effective upon implementation of the revised plan documents, this practice of duplication of benefits will be discontinued.

Transfer of coverage upon termination/loss of coverage of Employee

When an Employee and any Dependent loses coverage due to the termination of coverage of the Employee, the coverage of that Employee and any Dependents may be transferred to another county Employee's insurance coverage for whom they are an eligible Dependent, without evidence of insurability or new pre-existing conditions. If the other county Employee was not enrolled because they were a Dependent under the terminating Employee's Family Coverage, that Employee is eligible to enroll in the insurance plan without evidence of insurability or new pre-existing conditions, provided application is made within thirty (30) calendar days of termination of the other Employee's coverage. If the second Employee wishes to add Dependents to coverage who were not previously covered, those Dependents are subject to Late Entrant provisions.

Grand-fathered Exception to Non-Duplication

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This exception applies only to those individuals who had duplicate coverage under two or more Employees' insurance plans as of September 30, 1992. Such individual(s) may continue to be covered under more than one county insurance policy, and take advantage of deductible and co-insurance provisions of the plan(s). However, coverage under more than one insurance plan will not increase any specified benefit maximums.

Appendix D

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WALWORTH COUNTY HEALTH INSURANCE CLAIMS ADMINISTRATION

The County agrees that health care benefits that were provided and paid for pursuant to an express and specific provision of the old health insurance plan, and which were not specifically increased, reduced, eliminated or otherwise modified in the negotiations for the 1991-1993 Collective Bargaining Agreement, will be provided and paid for under the new Comprehensive Major Medical Plan when it is put into effect, at the same level that they were provided and paid for under the old health insurance plan, except that payments for such benefits are subject to the deductible and co-insurance payment provisions contained in the new Comprehensive Major Medical Plan.

The County will not provide and pay for any health care benefit which was not provided and paid for pursuant to an express and specific provision of the old health insurance plan, or was provided or paid for in error.

The terms expressed herein concerning the implementation of the CMMP shall expire on July 31, 1994.

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		8	86	\$12	818	B24	B36/M	Mó	M12	N18	M24	M30	N36
Step	-	22411	22973	23536	24097	24660	25390	26120	27077	28032	28988	29943	30897
-	2 2.5	22411	23311	23873	24436	24997	25745	26474	27442	28397	29359	30314	31269
•	3	23086	23649	24210	24773	25334	26099	26829	27806	28763	29729	30685	31640
1	5.5	23423	23986	24547	25110	25672	26452	27183	28173	29128	30100	31056	32011
-	4	23760	24323	24884	25447	26008	26807	27537	28538	29493	30471	31427	32382
	.5	24097	24660	25222	25783	26345	27160	27891	28904	29859	30842	31797	32752
-	5	24436	24997	25559	26120	26682	27514	28246	29268	30223	31214	32169	33123
	5.S	24773	25334	25896	26458	27019	27868	28600	29633	30589	31584	32539	33495
-	6	25110	25672	26233	26795	27357	28223	28954	29999	30955	31955	32911	33865
	5.5	25447	26009	26570	27132	27695	28577	29307	30364	31320	32325	33281	34237
	7	25784	26345	26908	27469	28032	28931	29661	30729	31684	32697	33651	34607
,	7.5	26120	26682	27245	27806	28369	29286	30015	31095	32051	33068	34023	
	8	26458	27019	27582	28144	28706	29639	30369	31460	32416	33439	34393	35349
2	3.5	26795	27357	27919	28482	29043	29993	30724	31825	32782	33810	34765	35720
	9	27132	27695	28256	28819	29381	30347	31078	32191	33146	34180	35136	36091
ç	9.5	27469	28032	28593	29156	29718	30701	31432	32556	33511	34551	35507	36462
	10	27806	28369	28931	29493	30055	31055	31787	32921	33877	34923	35878	36833
10	0.5	28144	28706	29268	29830	30392	31409	32141	33287	34242	35293	36248	37205
	11	28482	29043	29605	30168	30729	31764	32495	33651	34607	35665	36619	37575
1.	1.5	28819	29381	29943	30505	31068	32118	32848	34017	34973	36035	36991	37946
	12	29156	29718	30280	30842	31405	32472	33202	34383	35338	36407	37361	38316
12	2.5	29493	30055	30618	31179	31742	32825	33556	34748	35703	36778	37733	38688
	13	29830	30392	30955	31516	32079	33180	33910	35114	36069	37147	38103	39059
	5	0	0	31292	31854	32416	33534	34265	35479	36434	37519	38474	39430
	14	0	0	31629	32191	32753	33888	34619	35844	36800	37889	38845	39801
14	4 5	0	0	31966	32529	33091	34242	34973	36210	37165	38261	39216	40171
	15	0	0	32303	32866	33427	34596	35327	36575	37529	38632	39587	40542
1	5.5	Q	0	32641	33202	33764	34950	35682	36939	37896	39002	39958	40914
	16	0	0	32978	33539	34101	35304	36035	37305	38261	39373	40329	41284
16	5.5	0	0	33315	33877	34438	35659	36389	37670	38626	39744	40700	41656
	17	0	0	33651	34214	34775	36012	36743	38037	38991	40115	41070	42026
17	7.5	0	٥	33989	34551	35114	36366	37097	38401	39357	40487	41442	42397
	18	0	0	34327	34888	35451	36721	37451	38767	39722	40857	41812	42768
11	B.5	Û	0	0	0	35788	37075	37805	39132	40088	41228	42184	43139
	19	Q	0	0	0	36125	37429	38160	39498	40265	41598	42555	43510
1	95	0	D	0	0	0	37783	38514	39862	40818	41970	42925	43881
	20	0	0	0	0	0	38137	38868	40228	41183	42341	43296	44252
2	0.5	0	0	0	0	D	38491	39222	40593	41548	42712	43667	44624
	21	0	Ô	0	0	0	-38845	39576	40958	41915	43083	44038	44994

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1	8	B6	812	818	B24	B36/N	Nó	M12	M18	M24	M30	K30
р. 2	23451	24039	24628	25216	25804	26568	27332	28333	29333	30333	31333	32331
2.5	23804	24393	24981	25569	26157	26939	27703	28715	29715	30721	31720	32720
3	24157	24746	25333	25922	26510	27310	28074	29097	30097	31109	32109	3310
3.5	24510	25099	25686	26275	26863	27680	28444	29480	30479	31496	32497	3349
4	24863	25451	26039	26628	27214	28051	28815	29862	30862	31885	32885	3388
4.5	25216	25804	26392	26980	27567	28420	29185	30245	31244	32273	33273	3427
5	25569	26157	26745	27332	27920	28791	29556	30626	31625	32662	33661	3466
5.5	25922	26510	27098	27685	28273	29161	29927	31008	32009	33050	34049	3504
6	26275	26863	27450	28038	28627	29532	30297	31390	32391	33438	34438	3543
6.5	26628	27216	27803	28391	28980	29903	30667	31773	32773	33825	34825	3582
7	26981	27567	28156	28744	29333	30273	31038	32155	23155	34214	35213	3621
7.5	27332	27920	28509	29097	29685	30644	31408	32537	33538	34602	35601	3660
8	27685	28273	28862	29449	30038	31015	31778	32920	33920	34991	35989	3698
8.5	28038	28627	29215	29803	30391	31385	32150	33302	34303	35379	36378	3737
9	28391	28980	29567	30156	30744	31755	32520	33684	34684	35766	36766	3776
9.5	28744	29333	29920	30509	31097	32126	32890	34067	35066	36154	37155	3815
10	29097	29685	30273	30862	31449	32496	33262	34449	35449	36543	37543	3854
10.5	29449	30038	30626	31215	31802	32866	33632	34831	35831	36931	37930	3893
11	29803	30391	30979	31567	32155	33238	34002	35213	36213	37320	38318	3931
11.5	30156	30744	31333	31920	32509	33608	34373	35595	36595	37707	38707	3970
12	30509	31097	31685	32273	32862	33978	34743	35978	36978	38096	39095	4009
12.5	30862	31449	32038	32626	33215	34349	35113	36361	37360	38484	39484	4048
13	31215	31802	32391	32979	33568	34720	35483	36743	37742	38871	39871	4087
.5	0	0	32744	33332	33920	35090	35855	37125	38125	39260	40259	4126
14	0	0	33097	33684	34273	35461	36225	37508	38507	39647	40647	4164
14.5	0	0	33450	34038	34626	35831	36595	37890	38889	40036	41036	4203
15	0	0	33802	34391	34978	36201	36966	38272	39271	40424	41424	4242
15.5	0	0	34155	34743	35331	36571	37337	38653	39654	40812	41812	4281
16	0	0	34508	35096	35683	36942	37707	39036	40036	41200	42200	4320
16.5	D	0	34861	35449	36036	37313	38078	39418	40419	41589	42588	4358
17	0	0	35213	35801	36389	37683	38448	39801	40800	41976	42976	4397
17.5	0	0	35566	36154	36743	38054	38818	40183	41183	42365	43365	4436
18	D	0	35919	36507	37096	38425	39189	40566	41566	42753	43752	4475
18.5	0	0	0	0	37449	38795	39559	40947	41948	43141	44141	4514
19	0	0	0	0	37801	39166	39930	41331	42134	43529	44529	4552
19.5	0	0	0	0	0	39536	40301	41712	42711	43917	44917	4591
20	0	0	0	0	0	39906	40671	42094	43094	44305	45305	4630
20.5	0	0	. 0	0	0	40277	41042	42477	43476	44694	45694	4669
21	Ū Ū	0	0	0	0	40647	41413	42859	43860	45082	46081	47082

Attachment 3

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schedule												`	
•		8	B6	B12	S18	824	836/M	Mő	M12	M18	M24	M30	H36
Step							• • • • • • • • • •	• • • • • • • • • •	• • • • • • • • • • •	•••••			
	2	23588	24179	24771	25363	25955	26723	27492	28498	29504	30510	31515	32519
2.		23943	24535	25126	25718	26310	27096	27864	28883	29888	30900	31905	32911
	3	24298	24890	25481	26073	26664	27469	28238	29266	30273	31290	32296	33301
3.		24653	25245	25836	26428	27019	27841	28610	29652	30657	31680	32686	33692
	4	25008	25600	26191	26783	27373	28215	28983	30036	31042	32071	33077	34082
4.		25363	25955	26546	27137	27728	28586	29355	30421	31426	32461	33467	34472
	5	25718	26310	26901	27492	28083	28959	29729	30804	31810	32852	33858	34862
5.		26073	26664	27256	27847	28438	29331	30101	31189	32195	33242	34248	35253
	6	26428	27019	27610	28202	28794	29705	30474	31573	32580	33632	34639	35843
6.		26783	27374	27965	28556	29149	30077	30846	31958	32964	34022	35028	36034
	7	27138	27728	28320	28911	29504	30450	31219	32343	33348	34414	35418	36424
7.	. 5	27492	28083	28675	29266	29858	30823	31591	32727	33734	34804	35809	36814
	8	27847	28438	29030	29621	30213	31196	31964	33112	34118	35195	36199	37204
8.	.5	28202	28794	29385	29977	30568	31568	32337	33496	34503	35585	365,90	37595
	9	28556	29149	29740	30332	30923	31940	32710	33881	34886	35975	36980	37986
9.	. 5	28911	29504	30095	30687	31278	32313	33082	34265	35271	36365	37371	38377
	10	29266	2985 8	30450	31042	31633	32685	33456	34650	35655	36756	37761	38767
10	.5	29621	30213	30804	31397	31988	33058	33828	35034	36040	37146	38151	39158
	11	29977	30568	31159	31751	32343	33431	34200	35418	36424	, 37537	38541	39548
11.	.5	30332	30923	31515	32106	32699	33804	34573	35802	36809	37927	38933	39938
	12	30687	31278	31870	32461	33053	34176	34945	36188	37193	38318	39323	40328
12	5	31042	31633	32225	32816	33408	34549	35318	36573	37578	38708	39714	40719
	13	31397	31988	32580	33171	33763	34922	35690	36957	37962	39097	40104	41109
3.	.5	0	0	32935	33526	34118	35295	36064	37342	38347	39489	40494	41500
	14	0	0	33290	33881	34473	35667	36436	37726	38732	39879	40884	41890
14.	. 5	0	0	33645	34237	34828	36040	36809	38111	39116	40270	41275	42280
	15	0	0	33999	34592	35182	36412	37181	38495	39500	40660	41665	42670
15.	.5	0	0	34354	34945	35537	36785	37555	38879	39885	41050	42056	43062
	16	Û	Û	34709	35300	35891	37157	37927	39263	40270	41440	42446	43452
16.	.5	0	0	35064	35655	36246	37531	38300	39648	40654	41831	42836	43843
	17	0	O	35418	36010	36601	37903	38672	40034	41038	42221	43226	44233
17.	.5	0	0	35774	36365	36957	38276	39045	40417	41423	42612	43617	44623
	18	0	0	36129	36720	37312	38649	39417	40803	41808	43002	44008	45013
18	5	0	O	0	0	37667	39022	39790	41186	42192	43392	44399	45404
	19	0	0	0	0	38022	39394	40163	41572	42379	43782	44789	45794
19	. 5	0	0	0	0	0	39767	40536	41955	42960	44173	45179	46185
	20	Ð	0	0	0	0	40139	40908	42340	43345	44563	45569	46575
20		0	0	0	0	0	40511	41282	42724	43730	44955	45960	46966
	21	0	0	0	0	0	40884	41654	43109	44115	45345	46350	47356

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Attachment 4

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1. Amend Article VIII,C to add the following:

Teachers assigned to one of the school districts served by WCHCEB shall follow the calendar and assigned work schedules of the assigned districts. If a district increases or decreases the number of actual teacher work days after the 1990-91 school year, teachers assigned to that district will have their compensation increased or decreased accordingly on a pro-rata daily basis from the WCHCEB salary schedule. Actual work days are defined as student contact, inservice, records, etc., excluding holidays, nonpaid convention, etc.

- 2. Amend Article VI, E, 2 to increase per credit reimbursement from \$90 to \$95.
- 3. Amend Article VI, J and M compensation by 5% each year of the agreement.

jkf/TA-Walworth