

In the Matter of the Arbitration Between:

CASSVILLE COUNCIL OF AUXILIARY PERSONNEL

and

CASSVILLE SCHOOL DISTRICT

Case No. 14
No. 53197
INT/ARB-7749
Decision No. 28646-A

Appearances: Joyce Bos, Executive Director, for the Union
Eileen A. Brownlee, Attorney at Law, for the Employer

Cassville Council of Auxiliary Personnel/SWEA, hereinafter referred to as the Union, filed a petition with the Wisconsin Employment Relations Commission, hereinafter after referred to as the Commission, alleging that an impasse existed between it and the Cassville School District, hereinafter referred to as the Employer, in their collective bargaining. 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 and submitted a report to the Commission.

The Commission found that the Union has been and is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all regular full-time and regular part-time non-professional employees of the Employer, excluding supervisory, managerial and confidential employees. The Union and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions of the employees in the Union which expired on June 30, 1995.

On March 1, 1995, the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement. Thereafter the parties met on ten occasions in efforts to reach an accord on a new agreement. On October 9, 1995, the Union filed a petition requesting that the Commission initiate arbitration pursuant to section 111.70(4)(cm)6 of the Municipal Employment Relations Act.

On November 30, 1995, a member of the Commission's staff conducted an investigation that reflected that the parties were deadlocked in their negotiations and by January 29, 1996, the parties submitted their final offers and the investigation was closed.

The Commission has concluded that an impasse within the meaning of section 111.70(4)(cm)6 of the Municipal Employment Relations Act exists between the parties with respect to

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negotiations leading to a new collective bargaining agreement covering wages, hours and conditions of employment. It ordered that arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse existing between the parties and it directed them to select an arbitrator. Upon being advised that the parties had selected Zel S. Rice II as the arbitrator, the Commission issued an order appointing him as the arbitrator to issue a final and binding award pursuant to section 111.70(4)(cm)6 and 7 of the Municipal Employment Relations Act to resolve the impasse by selecting either the total final offer of the Union or the total final offer of the Employer.

The one issue in the arbitration involves wages covering the years 1995-1997. The Employer's proposal, attached hereto and marked Exhibit 1, would maintain the steps as provided in the 1994-1995 salary schedule for each classification for each of the contract years and that would give each employee who had not reached the top of the salary schedule a step increase for each contract year according to the schedule. The proposal would increase the base of the salary schedule for each classification by \$.11 for the 1995-1996 school year and \$.13 for the 1996-1997 school year. The proposal would give each employee on the salary schedule a \$.31 increase for the first year of the contract including any step increase, and \$.33 for the second year. Each employee at the longevity level would receive an increase of 1% plus 2% of the base. The Union's proposal, attached hereto and marked Exhibit 2, would maintain the existing structure of the salary schedule for each year of the contract and give each employee the step increase, just the same as the Employer would do. It would also increase the base of the salary schedule by \$.25 each year. This would give each employee on the salary schedule a \$.45 increase for each contract year and each employee at the longevity level an increase of \$.25 plus 2% of the base.

COMPARABLE GROUP

The Union proposes a comparable group, hereinafter referred to as Comparable Group A, consisting of Benton and Potosi. They are the school districts in the Blackhawk athletic conference in which wages, hours and conditions of employment are established through the collective bargaining agreement. It also proposes a secondary comparable group, hereinafter referred to as Comparable Group B, consisting of Boscobel, Iowa Grant, Platteville, Prairie du Chien, Riverdale, Seneca and Southwestern. Five of those school districts in Comparable Group B are wholly or partially in the same county as the Employer and two are in an adjoining county. The Union argues that in determining the prevailing practice, the Employer should rely primarily on those comparable school districts that have collective bargaining agreements covering the same type of employees. It contends that the unilateral determination by

employers of conditions of employment are not applicable as comparables to be considered in making determinations between parties that are bargaining with each other as equals. The Union takes the position that it is inequitable to compare collectively bargained conditions of employment with those that have been established unilaterally by employers. It points out that the dynamics of bargained wage levels compared to administratively set wages are very different. The Union takes the position that school districts that do not establish wages, hours and conditions of employment by collective bargaining do not meet a standard of reasonable equivalency.

The Employer maintains that the appropriate comparable group is the Blackhawk athletic conference. It points out that arbitrators have generally held that schools in the same athletic conference should be used as comparables. The Employer takes the position that outside of schools in the athletic conference, a party seeking to include districts as comparables must demonstrate a reasonable basis in terms of factors normally considered to establish comparability for schools that they consider comparable. It asserts that the factors normally considered to establish comparability within and outside of the athletic conference include geographic proximity, average daily pupil membership and bargaining unit staff, equalized value of the taxable property and state aid to the district proposed to be comparable. The Employer's proposed comparable group, hereinafter referred to as Comparable Group C, consist of the school districts of Belmont, Benton, Bloomington, Highland, Potosi, Shullsburg and West Grant. All of those school districts are in the same athletic conference and they have student enrollments ranging from a low of 316 at Bloomington to a high of 510 at Shullsburg. The support staffs in each of those district, except Shullsburg and Belmont, are organized and bargain wages, hours and conditions of employment.

The Employer ranks in the middle in student enrollment in Comparable Group C and also in equalized value, property taxes and mill rate. It contends that the Union has provided no evidence in support of its proposed Comparable Groups A and B other than rough geographic proximity and union status and affiliation. The Employer contends that it has provided a reasonable evidentiary basis, founded on generally accepted criteria of comparability, for its proposed comparable group.

The arbitrator is somewhat less than satisfied with any of the comparable groups proposed by the parties. The Union maintains that the appropriate external comparables are those nine school districts in Comparable Group A and B where wages, hours and conditions of employment are established through the collective bargaining process within the Wisconsin Education Association Council/National Education Association Affiliation. The arbitrator finds the Union's argument reasonable when it proposes to use as comparables the collective bargaining units of similar employees

within the general area of the southwest corner of the State. Some of those districts are a distance away from the Employer, but the arbitrator accepts the assertion that it is inequitable to comparable collectively bargained conditions with those that have been established unilaterally by employers. The arbitrator concedes that nearby districts, even when they do not bargain collectively, have some validity because they tend to reflect the basic economic conditions of the area. The arbitrator will consider the primary comparison districts to be those where agreements have been reached through collective bargaining. The Union would limit the consideration to those school district that bargained through the affiliates of the Wisconsin Education Association Council. The arbitrator does not find such a limitation on the comparable districts to be valid. Three of the support staff employees in Comparable Group C are represented by labor organizations affiliated with the Union and one is affiliated with the American Federation of Teachers. Riveridge support staff employees are represented by an independent labor organization. The fact that employees are represented by a labor organization that is not affiliated with the Wisconsin Education Association Council is not a valid reason for denying a school district recognition as a comparable. Accordingly, the arbitrator finds that Comparable Group C, consisting of the school districts of Blackhawk athletic conference, is an appropriate comparable. The fact that two of the districts do not bargain collectively dilutes the impact of Comparable Group C with respect to comparability but does not preclude it from being considered. Comparable Groups A and B proposed by the Union do bargain collectively. The two schools in Comparable Group A are in the Blackhawk conference and bargain collectively. The seven school districts in Comparable Group B bargain collectively and are either in the same county as the Employer or in an adjoining county. The dissimilarities between those schools and the Employer as well as the distance away from it reduce the impact of Comparable Group B.

The arbitrator finds that neither Comparable Group A, B or C is particularly appropriate but there are features about each of them that are worth considering. Accordingly, he will give consideration to all three comparable groups in making his determination on the issues.

The Union argues that if the Employer's offer was selected, fourteen of the eighteen members of the bargaining unit would receive wages below the poverty level. Of those same employees, eight would qualify for the government subsidized free lunch program if they were the sole provider of income for their family. That is a very telling argument for the Union. However, a close examination of the evidence reveals that all but one of those employees who receive a salary lower than the poverty level work less than the normal 2,080 hours that is considered the normal work year. Only three members of the bargaining unit work 2,080 hours and two of them are paid an annual wage that is above the poverty line. It is not accurate to say that someone who only works 465

hours is paid below the poverty line when that person would have been paid at a level above the poverty line if he or she had worked a normal work year of 2,080 hours.

The Employer's proposal would pay wages ranging from a low of \$5.53 per hour for an aid at the first step of the salary schedule to a high of \$9.64 per hour for the head custodian who was at the top level of the salary schedule. The Union's proposal would pay salaries ranging from a low of \$5.67 per hour for an aid at step one of the salary schedule to \$9.79 per hour for the head custodian at the maximum level. Those wages would be for the 1995-1996 school year. The Union's proposal for the aid is only \$.14 per hour more than the Employer's proposal and \$.15 per hour more for the head custodian. The Employer's proposal would pay the aid on the second step of the salary schedule \$5.86 per hour for the 1996-1997 school year and the head custodian would receive \$9.92 per hour. The Union's proposal would pay an aid at step two of the salary schedule \$6.12 per hour in the 1996-1997 school year and the head custodian at step 2 would receive \$10.19 per hour.

In Comparable Group C the hourly wage of aids during the 1995-1996 ranged from a low of \$5.35 per hour at Shullsburg to a high of \$7.56 per hour at Potosi. The Employer's proposal would pay that aid \$5.33 per hour which would be the lowest in Comparable Group C while the Union's proposal would pay that aid \$5.47 per hour. The Union's proposal would pay an aid at the minimum level slightly more than the wage paid at Benton and Shullsburg but well below the wage paid to a minimum level aid in Potosi, Riveridge and Highland. The hourly wages that the Employer proposes for the aids at the maximum level would be \$7.33 per hour while the Union would pay \$7.47 per hour. In Comparable Group C Riveridge/West Grant would pay \$7.29 per hour which would be \$.04 per hour less than the Employer's proposal but well below the maximum for aids in Potosi and Highland. The Union's proposal of \$7.47 per hour would be higher than that at Riveridge/West Grant but still below the wage for that position paid at Potosi and Highland. The average wage in Comparable Group C for aids at the maximum level would be \$7.86 per hour which is well above the proposal of either the Employer or the Union. The average wage in Comparable Group C for aids at the minimum level was \$6.10 per hour which was well above the average wage proposed by either the Employer or the Association for the 1995-1996 school year. In the 1996-1997 school year only Riveridge/West Grant and Highland have reached agreements. The average for their wages for a minimum level aid is \$6.25 per hour. The Employer proposes a \$5.46 per hour wage in the 1996-1997 school year for minimum level aids and the Union proposes \$5.72 per hour. That is well below the wages in Comparable Group C for the only two school districts that have reached agreement and well below the average in Comparable Group C. The average hourly wage of aids at the maximum level in Comparable Group C is \$7.57 per hour. The Employer's proposal for that year would pay \$7.46 per hour or \$.11 below the average and the Union's proposal would pay \$7.72 or \$.15

above the average.

The average wage for cooks in the 1995-1996 school year in Comparable Group C is \$7.91 per hour and the Employer would propose to pay those employees \$7.33 per hour which is \$.58 below the average. The Union's proposal would pay cooks a maximum of \$7.47 per hour which is \$.44 per hour below the average. The average minimum wage for cooks in Comparable Group C for the 1996-1997 school year is \$6.25 per hour. The Employer would pay the cooks a minimum wage of \$5.46 per hour or \$.84 below the average and the Union's proposal would pay them \$5.72 per hour which would be \$.53 below the average. The average maximum level for cooks in Comparable Group C for the 1996-1997 school year is \$7.70 per hour. The Employer's proposal would pay them \$7.46 per hour or \$.24 below the average and the Union's proposal would set the maximum of cooks at \$7.72 per hour which is \$.02 above the average.

The average minimum wage for custodians in Comparable Group C for the 1995-1996 school year is \$7.04 per hour. The Employer would pay those custodians \$6.33 per hour or \$.71 below the average and the Union would pay them \$6.47 per hour or \$.57 below the average. The average hourly wage for custodians at the maximum level in Comparable Group C for the 1995-1996 school year is \$8.97 per hour. The Employer would pay those employees \$8.33 per hour or \$.64 below the average while the Union proposes to pay them \$8.47 per hour or \$.50 below the average. The average minimum wage for custodians in Comparable Group C for the 1996-1997 school year is \$7.25 per hour. The Employer would pay those employees \$6.46 per hour or \$.79 below the average while the Union proposes that they receive \$6.72 per hour which is \$.53 below the average. The average hourly wage in Comparable Group C for the 1996-1997 school year for custodians at the maximum level is \$8.95 per hour. The Employer would pay those employees \$8.46 per hour or \$.49 below the average and the Union proposes that they receive \$8.72 per hour or \$.23 below the average.

The average hourly wage for head cooks in Comparable Group C for the 1995-1996 was \$7.11 per hour. The Employer would pay them \$6.22 per hour which is \$.89 below the average while the Union proposes that they receive \$6.36 per hour which is \$.75 below the average. The average hourly wages of head cooks at the maximum level in Comparable Group C for the 1995-1996 school year is \$8.54 per hour. The Employer would pay them \$8.22 per hour or \$.34 less than the average while the Union's proposal is \$8.36 per hour which is \$.18 below the average. The average hourly wage of head cooks at the minimum level in Comparable Group C for the 1996-1997 school year is \$7.18 per hour. The Employer proposes to pay its head cook \$6.35 per hour in the 1996-1997 school year which is \$.73 below the average and the Union proposes that they receive \$6.61 per hour which is \$.57 below the average. The average hourly wage of head cooks at the maximum level in Comparable Group C for the 1996-1997 school year is \$8.28 per hour. The Employer proposes to pay the

head cook \$8.35 per hour which is \$.07 above the average and the Union proposes to pay the head cook \$8.61 per hour which would be \$.33 above the average.

The average hourly wage for head custodians at the minimum level in Comparable Group C for the 1995-1996 school year is \$7.40 per hour. The Employer proposes to pay them \$7.22 per hour which is \$.18 below the average and the Union proposes to pay them \$7.36 per hour which is \$.04 below the average. The average hourly wage for head custodians at the maximum level in Comparable Group C for the 1996-1997 school year was \$8.67 per hour. The Employer proposes to pay its custodians at that level \$7.35 per hour which is \$1.32 below the average and the Union proposes to pay them \$7.61 per hour which is \$1.06 below the average. The average hourly wage for head custodians at the maximum level in Comparable Group C for the 1996-1997 school year is \$9.77 per hour. The Employer would pay them \$9.35 per hour or \$.42 below the average while the Union would pay them \$9.61 per hour or \$.16 below the average.

The average hourly wage for secretaries at the minimum level in Comparable Group C for the 1995-1996 school year is \$6.69 per hour. The Employer would pay those secretaries \$6.70 per hour which is \$.01 above the average and the Union would pay them \$6.91 per hour which is \$.22 above the average. The average hourly wage of secretaries at the maximum level in Comparable Group C for the 1995-1996 school year is \$8.62 per hour. The Employer would pay its secretaries at the maximum level \$8.70 per hour or \$.15 above the average and the Union would pay them \$8.91 per hour or \$.29 above the average. The average hourly wage of secretaries at the minimum level in Comparable Group C for the 1996-1997 school year will be \$7.12 per hour. The Employer proposes to pay its secretaries at the minimum level \$6.90 per hour or \$.22 below the average and the Union proposes to pay them \$7.16 per hour or \$.04 above the average. The average hourly wage for secretaries at the maximum level in Comparable Group C for the 1996-1997 school year will be \$8.57 per hour. The Employer proposes to pay its secretaries at the maximum level of \$8.90 per hour which is \$.33 above the average and the Union proposes to pay them \$9.16 per hour which is \$.59 above the average.

The Employer's proposal would place its aids at the sixth ranking out of seven districts in Comparable Group C for the 1995-1996 school year. Only 2 districts have reached agreement for the 1996-1997 school year and the Employers proposal would be at the bottom. At the maximum level the Employer's aids would rank third for the 1995-1996 school year and second out of three for the 1996-1997 school year. The Employer's proposal would place its cooks at the minimum level at the sixth ranking position on the 1995-1996 school year and at the bottom ranking for the 1996-1997 school year. Its proposal for the cooks at the maximum level for the 1995-1996 school year would rank third in Comparable Group C and in the middle for the 1996-1997 school year. The Employer's proposal

for the custodians for the 1995-1996 school year would rank them sixth out of seven school districts and at the bottom in the 1996-1997 school year. At the maximum level its proposal would rank them fourth in Comparable Group C for the 1995-1996 school year and at the bottom for the 1996-1997 school year. The Employer's proposal for head cooks for the 1995-1996 school year would rank those head cooks at the minimum level fifth in Comparable Group C and for the 1996-1997 school year they would rank in the middle. Its proposal would rank its head cooks at the maximum level third for the 1995-1996 school year and first in Comparable Group C for the 1996-1997 school year. The Employer's proposal would rank its head custodians at the middle level in Comparable Group C for the 1995-1996 school year and in the middle for the 1996-1997 school year. Those head custodians at the maximum level would also rank second in Comparable Group C for the 1995-1996 school year and in the middle for the 1996-1997 school year. The Employer's proposal for its secretaries for the 1995-1996 school year would place them at the third ranking while its proposal for the 1996-1997 school year would place them in the middle ranking out of the three districts that have reached an agreement for that year. The Employer's proposal for secretaries at the maximum level would rank them second out of three school districts for the 1995-1996 school year and in the middle for the 1996-1997 school year. In the 1995-1996 school year the base increases for the two school district that have reached agreement are \$.22 and \$.27 per hour. The Employer's proposed base increase for that year is \$.11 per hour which is less than half of the average and the Union's proposal is for a \$.25 per hour increase in base which is about the average. The Employer's proposal for the 1996-1997 school year is for a \$.13 per hour increase on the base while the Union proposes a \$.25 per hour increase for that year. Only Highland has reached an agreement on a base increase for the 1996-1997 school year and that is \$.22 per hour.

A comparison of the wages of the Employer's employees in comparison with wages of other employees doing similar work for comparable consideration in this matter is a consideration that can be made on hard data. The arbitrator has compared the Employer's proposal and the Union's proposal against the average in Comparable Group C for the minimum and maximum levels for each of the positions. In almost every category the Employer's proposal and the Union's proposal were well below the average for that type of position in Comparable Group C. In some cases the Employer's proposal was more than a \$1.00 per hour below the average in Comparable Group C. In only a very few cases were the proposals of the Union above the average. It is obvious from reviewing the exhibits that the Employer's wage rates have lagged behind those of the school districts in Comparable Group C for many years. The Union's proposal would provide for some catch up for the 1996-1997 school year but its proposed wages for that year would still lag behind the average in Comparable Group C for almost every position.

In this award the arbitrator has compared the Employer's and Union's proposals with Comparable Group C only and the comparison reveals that the Employer has lagged and still lags behind the average in Comparable Group C for almost every position. If a similar comparison were made with Comparable Groups A and B, the relationship of the Employer's proposal to the average wages for each position in the other comparable groups is even more dramatic. The Employer concedes that in many categories its wages are lower than those in comparable districts and this has been consistently true for many years, even though negotiated settlements were reached by the parties. The Employer argues that its contract includes a longevity provision and a comparison of the wage schedules fails to take into account the impact of that provision. It points out the longevity provision assures the senior employees an increase of 2% plus any amount of increase in the salary schedule that is agreed upon by the parties. It is true that the Employer's longevity pay does elevate the salary levels for the most senior employees over and above the increase agreed upon by the parties. That is a device that helps the Employer to keep its veteran employees even though they no longer receive the benefit of the step increase received by the employees with less experience. While it does add to the maximum salaries for those employees with substantial experience, it still leaves the employees on the lower steps of the salary schedule with a wage well below that received by the employees in similar positions in any of the comparable groups. The fact that the Employer has agreed to pay longevity to its veteran employees in order to keep them should not be used as a device to deny those employees at the lower steps of the salary schedule a wage comparable to that received by other employees doing similar work in the comparable groups. The Employer takes the position that one cannot reasonably argue that the Employer's employees are in any way harmed by the fact that the earlier steps on the schedule are lower than the earlier steps of comparable districts when it takes him or her a shorter time to reach the top of the salary schedule. The arbitrator does not accept that rationale. If the employees of the Employer lag behind employees with similar experience in similar positions in the other comparable groups, the fact that they will eventually move to the top of the salary schedule in a shorter time than some of the school districts cannot be the basis for denying those employees a fair and equitable wage now.

The Employer points out that there is no school district in Comparable Group C that offers an equivalent increase for the 1995-1996 school year and the 1996-1997 school year. That is true for Comparable Group C but it is only true if step increases based on experience in a position and provided by the old contract is considered. If those step increases are not considered, the Employer only proposes an increase of \$.11 an hour for the 1995-1996 school year and \$.13 an hour for the 1996-1997 school year. Comparable Groups A and B include school districts that provide increases surpassing the Employer's proposal. As the arbitrator

has pointed out earlier, he is not particularly satisfied with any of the proposed comparable groups. He is satisfied that based on a composite of the three comparable groups, which would seem realistic, the Employer's wage increases do not surpass those paid by the other school districts. In view of the fact that the Employer has lagged well behind other school districts at the lower levels of its salary schedule, it is time for some catch up. Some of the Employer's positions at the lower levels of the salary schedule are being offered very little more by either the Employer's or the Union's proposal than the new minimum wage level passed by Congress recently.

The Employer argues that the Union cannot be heard to argue that the wages offered by the Employer are less than those offered for comparable work in the private sector. It points out that cooks in the community at most earn \$5.00 per hour and head cooks earn \$6.50 per hour and they receive no health insurance. Those particular wages are not well documented in the evidence presented by the Employer but the arbitrator assumes that they are correct. The Employer contends that the clerical and secretarial wages in the area average \$6.19 per hour to start and \$8.47 at the maximum. In the 1995-1996 school year, the Employer's proposal would have paid its beginning secretaries \$6.77 per hour while the Union proposes that they be paid \$6.91 per hour. The Employer proposes to pay \$8.70 per hour for secretaries at the maximum in the 1995-1996 school year and the Union would pay \$8.91 per hour. In the 1995-1996 school year, the Employer would pay its custodians a minimum of \$6.33 per hour while the Union would pay them \$6.47 per hour. Both of those proposals are less than the average wage to a beginning custodial employee in the area. The Employer would pay a custodian at the maximum level \$8.33 per hour while the Union would pay them \$8.47 per hour. The average maximum wage for a custodian in the private sector is \$8.16 per hour. The average minimum wage for a head custodian in the private sector is \$11.59 per hour and \$13.87 at the maximum. The Employer proposes to pay its beginning custodian \$7.22 per hour in the 1995-1996 school year while the Union would pay them \$7.36. That is well below the beginning wage for a custodian in the private sector. The Employer proposes to pay its head custodian at the maximum level \$9.22 per hour in the 1995-1996 school year and the Union would pay them \$9.36 per hour. This is well below the average head custodial wage of \$13.87 per hour in the private sector. The Employer's exhibits indicate that most private sector employees in the area do not receive health insurance although the major private sector employers do provide it. The Employer claims that when the cost of fringe benefits is considered along with the cost of wages, the Employer's offer is more reasonable. The arbitrator is not satisfied that the evidence is that convincing. The major employers in the area provide health insurance to their employees and their wages compare favorably with the proposals of both the Employer and the Union. The Employer can certainly be classified as a major Employer in the area and its wages and fringe benefits

should compete with them. The evidence does indicate that the smaller businesses in the area pay their employees less than the Employer proposes to pay and do not provide health insurance. While there is some support for the Employer's offer in the private and public sector in the area, it is not overwhelming. There is also evidence that area private sector employers of the size of the Employer pay more than the Employer proposes to pay, and offer health insurance too.

The Employer argues that it pays a greater share of benefits than any other comparable district and that is true if only Comparable Group C is considered. However, Comparable Group A and Comparable Group B do not support that contention of the Employer. The Employer argues that its proposal for salary only is squarely in line with the consumer price index for both the first year and the second year of the agreement. There is no question that the Union's proposal exceeds the increase in the consumer price index if the step increases that are part of the old contract are considered as an increase. Actually, the step increases are not raises because they are provided by the old labor agreement. The only raises offered by the Employer are an \$.11 per hour increase on the base in the 1995-1996 school year and \$.13 per hour in the 1996-1997 school year. It would be impossible for the Union to have any catch up, which some employees desperately need, without offering wage increases that exceed the cost of living. Under the circumstances, the arbitrator does not feel bound by the limitations of the increase in the cost of living index.

The Employer takes the position that the economy and population in the school district are at best stagnant. It contends that the impact of the continually deteriorating farm economy on the financial ability of the taxpayers in the school district to pay increased salaries and benefits or any other cost of education is enormous. It points out that the municipalities in the school district lost a net of 634 persons and the county as a whole lost a net of 2,472 persons. The percentage of families living below the poverty level in 1990 in each of the municipalities in the school district generally exceeded the state average and in the case of the Town of Glenhaven it almost tripled the state average. The Employer argues that these factors place Cassville in a comparably worse position compared to other school district in southwest Wisconsin. The Employer points further to the restriction prohibiting it from raising revenues, other than via a referendum procedure. Based on this, the Employer takes the position that it lacks the ability to pay the increases demanded by the Union. The Union responds to the Employer's contention that it lacks that ability to pay by pointing out that the economic support of the local school district has improved dramatically because of the increase in state aid for the 1995-1996 school year and the 1996-1997 school year. It points out that the Employer has budgeted an additional increase of \$169,145 for the 1995-1996 school year and the early estimate of general aid for the 1996-1997

school year provides for an additional increase in the Employer's budget of \$415,077. The Union takes the position that these increases suggest that the Employer has the ability to pay the salary increases resulting from Employer's proposal. It points out that the Employer is not paying on any loans, the property taxes are going down, revenue from state aid is going up and federal aid is increasing. The Employer is gaining more money than it is expending as evidenced by the yearly growth of their fund balance. The fund balance was \$487,220 in the 1993-1994 school year, \$584,846 in the 1994-1995 school year and an estimated increase in the 1995-1996 school year of \$652,789.

The record fails to demonstrate that the Employer cannot afford the Union's salary proposal. It can fund the salary proposal without making harmful adjustments to the budget and without making harmful adjustment in the educational programs and without engaging in long term deficit financing.

The arbitrator finds that the Employer argument of inability to pay does not have much merit. With an ever increasing surplus in its funding and the increase in state funding, the argument that the Employer cannot afford the \$13,811 cost of the Union's proposal for the 1995-1996 school year and the \$13,471 cost of the increase for the 1996-1997 school year is less than convincing. The total difference between the Employer's proposal and the Union's proposal for the two years is \$6,949. The arbitrator is satisfied that the Employer's argument that it does not have the ability to pay the increase requested by the Union is without merit.

The arbitrator concedes that the Union's request calls for a substantial increase in total cost over the two years that exceeds the pattern of settlements in Comparable Group C on a percentage basis. However, it is justified by the fact that the Employer has lagged so far behind the wages in Comparable Groups A, B and C, particularly at the lower steps of the salary schedule. The arbitrator cannot justify approving a proposal that results in employees receiving as much as \$1.00 less than other employees in Comparable Group C doing the same work. When the differential between the Employer's wages and those in Comparables Groups A and B are considered, the evidence of the need for some catch up is even more dramatic.

The arbitrator ordinarily is not too sympathetic with employees who bargain themselves into a position that results in their wages lagging behind those of employees in the comparable group. However, when the disparity between the Employer's wages for employees in the lower levels of its salary schedule and the wages of employees at similar levels in Comparable Groups A, B & C is considered, it is quite apparent that some catch up is in order. The bargaining process has not kept the employees abreast of employees in comparable groups. An \$.11 increase in the first year and \$.13 the second year will not do the job. Accordingly, the

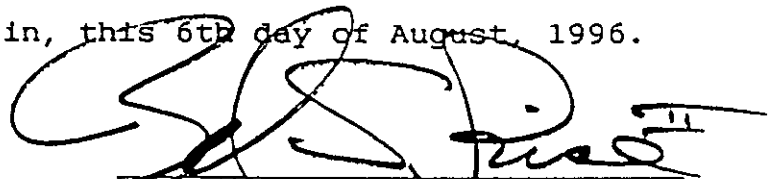
arbitrator finds that the Union's final offer more closely adheres to the statutory criteria for selecting the final offer set forth in section 111.70(4)(cm)7 of the Wisconsin Statutes.

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 the Union's final offer more closely adheres to the statutory criteria than that of the Employer and directs and that its proposal contained in Exhibit 2 be incorporated into the collective bargaining agreement as a resolution of this dispute.

Dated at Sparta, Wisconsin, this 6th day of August, 1996.



Zel S. Rice II
Arbitrator

STATE OF WISCONSIN
WISCONSIN EMPLOYMENT RELATIONS COMMISSION

JAN 09 1996
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

CASSVILLE COUNCIL OF AUXILIARY
PERSONNEL,

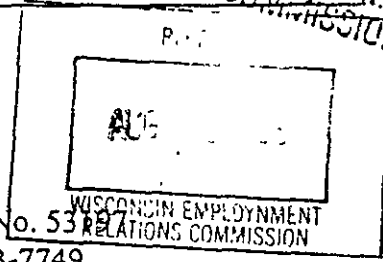
Petitioner,

and

SCHOOL DISTRICT OF CASSVILLE,

Respondent.

Case 14 No. 53
INT/ARB-7749



FINAL OFFER OF SCHOOL BOARD

Submitted by:

Eileen A. Brownlee
Kramer, McNamee & Brownlee
1038 Lincoln Avenue
Fennimore, WI 53809
(608)822-3251

State Bar I.D. No. 1019382

Submission Deadline: January 10, 1996

AGREEMENT
BETWEEN
CASSVILLE SCHOOL DISTRICT
AND
CASSVILLE COUNCIL OF AUXILIARY PERSONNEL

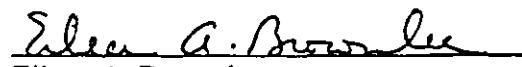
JULY 1, 1993 - JUNE 30, 1995

BOARD PROPOSAL

1. Modify cover page to reflect a term of agreement commencing July 1, 1995, and ending June 30, 1997.
2. Modify Article XXI to reflect a term of agreement from July 1, 1995, to June 30, 1997.
3. Modify the wage schedule found at page 17 of the current agreement by substituting the wage schedule attached hereto and identified as "Board Proposal 12/18/95".
4. Maintain all other current language.

Dated this 8th day of January, 1996.

Respectfully submitted:


Eileen A. Brownlee
Kramer, McNamee & Brownlee
1038 Lincoln Avenue
Fennimore, WI 53809
(608)822-3251

State Bar I.D. No. 1019382

7. To maintain efficiency of District operation;
8. To take whatever action is necessary to comply with state or federal law;
9. To introduce new or improved methods or facilities and to change existing methods of services to be performed and the number and kind of classifications to perform such services;
10. To contract out for goods or services;
11. To determine the methods, means and personnel by which School District operations are to be conducted;
12. To define job descriptions and duties of employees;
13. To take whatever action is necessary to carry out the functions of the School District in an emergency; and
14. The right to use time clocks.

ARTICLE III, ASSOCIATION RIGHTS:

Section A: The Association and its representatives shall be permitted to use school facilities for Association meetings and activities, at reasonable hours and locations, provided that reasonable prior notice is given to the administrator and provided such use does not interfere with school functions or activities or previously scheduled community activities.

Section B: Association representatives shall be permitted to use school facilities and equipment (including typewriters, copy machines and other duplication equipment), at reasonable times, provided that such equipment is not otherwise in use and that such use does not interfere with school functions or activities or previously scheduled community activities. The Association will pay for all costs for materials and supplies incident to such use.

Section C: The Association shall be permitted to post notices of activities and matters on bulletin boards

ARTICLE I, RECOGNITION:

The Board of Education of the Cassville School District, Cassville, Wisconsin, hereinafter referred to as the "Board" or "Employer" hereby recognizes the Cassville Auxiliary Personnel/South West Education Association hereinafter referred to as "CAP" or "Association" or "Union" as the exclusive collective bargaining representative, pursuant to Sec. 111.70 of the Municipal Employment Relations Act, for all regular full-time and regular part-time non-professional employees of the District, excluding supervisory, managerial and confidential employees and as certified by the WERC Decision No. 26607-A for the purposes of collective bargaining on questions of wages, hours and conditions of employment.

ARTICLE II, MANAGEMENT RIGHTS:

The Board possesses the sole and exclusive right to operate the Cassville School District and retains all rights except those expressly bargained away in this Agreement. However, upon the expiration of the term of this Agreement, the Board recognizes its statutory duty to bargain with the Cassville Auxiliary Personnel on mandatory subjects of bargaining. These rights include, but are not limited to the following:

1. The right to direct District operations;
2. The right to hire, promote, transfer, schedule, and assign employees in positions with the District;
3. The right to create, revise, and eliminate positions;
4. The right to establish work rules and schedules of work;
5. The right to suspend, demote, discharge and to take other disciplinary action against employees;
6. The right to reduce staff and relieve employees for lack of work or any other reason not prohibited by law;

C. Fair Share: The District shall deduct in equal installments from the monthly earnings of all non-member employees in the collective bargaining unit their fair share of the costs of representation by the Association as provided in section 111.70(1)(f), Wis. Stats., and as certified by the Union, and remit said monies to the Union as provided in B., above. All said bargaining unit members shall be required to pay their full fair share assessment, except as employee/employer termination of the employment relieves the District of further obligation.

1. The Union agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Union agrees to inform the District of any change in the amount of such fair share costs.
2. The Union shall provide employees who are not members of the union with an internal mechanism within the Union which is consistent with requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Union as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Union will place in an interest-bearing escrow account any disputed fair share amount.
3. The Union and the Wisconsin Education Association Council do hereby indemnify and shall save the District and its agents harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the District pursuant to this Article, provided that

designated by the Board. Subject to all applicable rules and regulations of the U.S. Postal Service, the Association shall be permitted to communicate with bargaining unit members regarding matters related to the Association's responsibilities and functions as the exclusive collective bargaining representative, through use of the District mail service and employee mail boxes.

Section D: The Association and its representative may obtain information relevant to wages, hours, and conditions of employment necessary for purposes of collective bargaining and contract administration.

Section E: The Association members may receive telephone calls or other communications and conduct Association business during duty free periods.

ARTICLE IV, FAIR SHARE AND DUES DEDUCTION:

- A. All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's constitution and bylaws.
- B. Dues Deduction: Employees who are members of the Union are exempt from the Fair Share provisions of this Article and shall, by completion of a Payroll Dues Deduction Authorization form, have their dues deducted from their wages and remitted to the Union by the District. The Union shall notify the District of those employees who are utilizing payroll deductions through submission of the Payroll Dues Deduction Authorization forms. The dues shall be deducted in equal installments beginning with the September pay period and continuing through May (August for those who elect or are normally paid over a twelve month period). The sum so deducted shall be paid directly to the Treasurer of the Union before the end of the month in which the dues were deducted.

the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application of interpretation of this Article through a representative of its own choosing and at its own expense.

ARTICLE V, DISCIPLINE AND DISCHARGE:

All newly hired bargaining unit employees shall serve a probationary period of two (2) months. The District may extend the probationary period up to an additional three (3) months. During this probationary period, an employee may be disciplined or discharged for reason(s) which are not arbitrary or capricious. After the probationary period is completed, discipline or discharge will be for just cause.

ARTICLE VI, HEALTH EXAMINATIONS:

The District may, upon initial employment, require an employee to take a physical examination, including a chest x-ray or tuberculin test as provided by Section 118.25 Wis. Stats., except that an employee may submit proof of such examination, chest x-ray or tuberculin test taken within 90 days of an affidavit pursuant to Section 118.25 (2)(b). Cost of required physical examination, chest x-rays and tuberculin tests will be paid out of District funds as provided in 118.25 (2)(c).

ARTICLE VII, SUBCONTRACTING:

The Board reserves the right to subcontract work if the work is not currently performed by bargaining unit employees, or if the subcontract does not result in the layoff or reduction in hours of bargaining unit employees, or if the work of newly-created bargaining unit positions is not subcontracted.

ARTICLE VIII, EVALUATION:

The District reserves the right to evaluate the performance of employees in writing on a periodic basis. Such evaluations shall be made a part of employees' personnel files; however, employees shall have an opportunity to review, sign, and attach a rebuttal statement to such evaluations. The District will not exercise its rights under this Article in an arbitrary and capricious manner.

ARTICLE IX, LEAVE:

- A. Emergency Leave. Emergency leave will be given at a rate of twelve (12) days per school year accumulative to sixty (60) days and fifteen (15) days per twelve month period accumulative to one hundred ten (110) days. Emergencies covered will include:
1. Sickness of employee.
 2. Serious illness in the immediate family.
 3. Unusual situations will be considered by the Superintendent subject to ratification by the School Board on their individual merits.
 4. Employees may be granted up to six (6) weeks maternity leave from the date of the birth of the baby if requested. Only if complications develop will more time be considered. The District reserves the right to have an independent medical examination performed to determine ability to work. If this examination would not be covered by insurance, the District will pay for the exam.
 5. Doctor and dentist appointments that cannot be scheduled outside regular working hours.
- B. Medical Leave (Includes Maternity). A leave of absence must be requested in writing by all staff members if said member must be released from duty for periods other than that which can be handled under the regular Emergency Leave provisions. A leave of absence may be granted by the Board of Education in the following situations:

1. Leave may be granted for up to one (1) full year with the position being protected for the staff member involved.
 2. Seniority will be granted if leave is for one quarter or less of the school year. Balance of leave will be pro-rated for actual period worked but no less or no more than half (1/2) year.
 3. Hospitalization insurance will remain paid for by the District for no more than three (3) months. The employee may remain with the insurance group for a longer period if the employee pays the entire premium.
 4. Accumulated emergency leave may be used during leave if certified by a doctor. The Board may require a doctor's examination or an independent examination ordered.
 5. Emergency leave will accumulate during leave but only if the employee is receiving compensation and will not accumulate during the period of leave when the employee is not receiving compensation.
- C. Commiseration Leave. Classified employees who work four (4) or more hours daily may take up to three (3) days commiseration leave for a death within the following family relationship: husband, wife, mother, father, son, daughter, sister, brother, grandchildren, grandparents, aunts and uncles. In-laws having the foregoing relationship to the employee shall be included as a basis for use of commiseration leave. (Employees shall be granted up to one (1) day with pay in the event of the death of a friend or relative outside the immediate family as defined above but with bonds so close that good taste demands attendance at the funeral). Additional days, if needed, would be taken from emergency leave with administrative approval.

ARTICLE X, PERSONAL LEAVE:

Employees will receive one personal leave day, non-accumulative, after two years of employment.

ARTICLE XI, HOLIDAYS:

Full-year employees shall receive the following paid holidays:

1. July 4th
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Eve Day
6. Christmas Day
7. New Years Eve Day (1/2 day)
8. New Years Day
9. Good Friday
10. Memorial Day

School-year employees shall receive the following paid holidays:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day

ARTICLE XII, VACATION:

Full-year employees who have been employed for one complete calendar year are entitled to one week's vacation with pay at the contracted daily rate. After two full year's employment through five full year's employment, such

employees shall be entitled to two week's vacation with pay per year. Upon completing five full years of employment, such employees shall receive one additional day of vacation for each year of service up to a maximum of four total week's paid vacation for full-year employees. All vacation time shall be taken at times of mutual agreement between the employee and the District. Request for vacation time must be made and approved at least two weeks prior to taking such leave. Vacation is not cumulative from year to year and must be taken as required after it is earned. Five (5) accumulated vacation days may be carried forward to the following year; however, anything over five (5) days must have superintendent approval.

ARTICLE XIII, RETIREMENT:

The District will pay the employee's share to the Wisconsin Retirement Fund.

ARTICLE XIV, STAFF REDUCTION AND TRANSFER:

- A. In the event the Board determines there is need to reduce staff, the least senior employee(s) in the classification shall be laid off first. For purpose of this Article, seniority shall be based upon each employee's initial date of employment in the District.
- B. For purposes of layoff, the classifications are as follows:
 - 1. Maintenance/custodial
 - 2. Secretary
 - 3. Aides
 - 4. Food Service

Seniority is broken if the employee resigns, retires, is discharged, fails to report to work within five (5) days following a leave of absence, or is on layoff status pursuant to this Article for more than twenty-four (24) months.

- C. Notice:

The Board shall notify the employee(s) to be laid off, and the effective date of layoff, in writing. Notice shall be given at least thirty (30) days prior to commencement of the layoff.

D. Recall:

Employees shall have recall rights to vacancies for a period of 24 months after the effective date of layoff. Employees laid off within the classification where the vacancy exists will be recalled first, recall notice going to the most senior employee on layoff. If there are no employees on layoff within that classification, the most senior employee on layoff will be recalled, unless the employee is not qualified.

Recall notices will be mailed by certified mail to the last known address of laid off employees. Employees not responding within 10 days of receipt of the recall notice will lose all recall rights.

E. Transfer:

When there is a vacancy within the bargaining unit or a new position is created, the following procedure will apply: Positions vacant or newly created positions will be posted for ten (10) days on the employee bulletin board. Any employee wishing to transfer to the position must meet the qualifications listed on the posting and must sign the posting in order to be considered. The most senior internal applicant shall be given preference for the position provided his or her qualifications for the position are relatively equal to the highest ranking applicant.

ARTICLE XV, HOURS OF WORK:

Section A: The normal workweek for full time employees shall be no greater than forty (40) hours. Hours of work are subject to the approval of the Administrator.

Section B: Overtime shall be paid for all work performed in excess of eight (8) hours in any workday and forty (40)

hours in any workweek at the rate of time and one-half (1 1/2) the employee's normal rate of pay. Paid time shall be treated as time worked for purposes of computing overtime. All overtime hours must be approved in advance by the Administration to qualify for pay.

Section C: The District reserves the right to record employee hours of work.

Section D: The District reserves the right to call-in employees to meet immediate or emergency need of the District. The employer also reserves the right to designate employees to perform snow removal at the start of the workday or on weekends as the need requires.

Section E: All full-time employees are entitled to two (2) fifteen (15) minutes breaks and an unpaid, duty-free thirty (30) minute lunch (meal) period daily. Part-time employees shall receive one (1) fifteen (15) minute break for each four (4) hours of work and a thirty (30) minute unpaid duty-free lunch (meal) break if scheduled for four (4) or more hours daily; however, employees working three (3) total hours shall also receive a fifteen (15) minute break.

Section F: Employees will be paid for work hours assigned by the District and the District will reimburse employees' approved expenses incurred in service to the District.

ARTICLE XVI, INSURANCE:

The District will provide insurance benefits to regular employees on the following basis:

Section A: Eligibility. Regular employees working five and one-half (5 1/2) hours or more per day will be eligible for insurance benefits. School year employees working for the District as of the beginning of the 1992-93 school year (July 1, 1992 - June 30, 1993) shall be grandfathered such that they are eligible for insurance benefits provided they work four (4) hours or more per day.

Section B: Benefits: The District shall pay the full premium for the following insurance benefits:

1. Health insurance
2. Dental insurance
3. Vision insurance
4. Long-term disability insurance

ARTICLE XVII, GRIEVANCE PROCEDURE:

A. Definition of a grievance

A grievance shall mean a dispute between an employee, a group of employees or the Union and the District concerning the interpretation or application of this contract.

B. Subject matter

Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear statement of the grievance, the issue involved, the date(s) the incident or violations(s) took place, the specific section of the Agreement alleged to have been violated, and the signature of the grievant and the date. The scope of such grievance shall not be expanded at any step of this grievance procedure.

C. Steps in procedure .

Step 1: The employee(s) shall orally explain his/her grievance to his/her immediate supervisor no later than fifteen (15) work days after he/she knew or should have known of facts giving rise to the grievance. In the event of a grievance, the employee(s) shall perform his/her assigned work task and grieve the matter later. The supervisor shall, within ten (10) work days, orally inform the

employee(s) of his/her decision.

Step 2: If the grievance is not resolved at the first step, the employee(s) shall prepare a written grievance and present it to the District Administrator within ten (10) work days. The District Administrator will further investigate the grievance, will meet with the grievant(s) and his/her representative to discuss the grievance, and submit a decision to the employee(s) in writing within fifteen (15) work days after receiving written notice of the grievance.

Step 3: If the grievance is not resolved in Step 2, the employee(s) may appeal the District Administrator's decision in writing to the Board of Education within five (5) work days. Within fifteen (15) work days, or at the next regularly scheduled Board meeting, whichever is later, the Board shall hold a conference with the grievant and his/her representative for the purpose of resolving the grievance. Following said conference, the Board shall respond to the grievant(s) in writing within fifteen (15) work days.

Step 4: Arbitration - If the grievance is not resolved at the third step, the grievant(s) may within fifteen (15) days request, in writing, a solution through arbitration. The request shall be made to the Wisconsin Employment Relations Commission for a panel of five (5) ad hoc arbitrators. An arbitrator will be selected by the parties alternately striking the list until one name remains. The order of striking will be determined by lot.

The parties shall equally share the cost and expense of the arbitration proceedings, including any transcript fees, if both sides receive the transcript, and fees of the

arbitrator. Each party shall bear its own costs for witnesses and all other out-of-pocket expenses including possible legal fees.

The arbitrator shall not have the authority to add to, subtract from or otherwise modify any of the express terms or provisions of this agreement. Findings of the arbitrator within the arbitrator's authority shall be final and binding upon both parties.

D. Time limits

Any grievance by an employee(s) not processed in accordance with the time limits set forth in this Article shall be considered dropped. Any grievance not processed by the District in accordance with the time limits set forth in this Article shall automatically proceed to the next step.

E. Extension of time limits

Any time limits set forth in this Article may be extended by mutual agreement of the parties.

ARTICLE XVIII, WAGES:

Employees covered by this agreement shall be paid in accordance with the attached wage schedule.

Employees who are off the salary schedule shall receive the increase in the base salary according to their job category, plus a two percent (2%) longevity increase based on Step 0 of their job category.

ARTICLE XIX, ENTIRE AGREEMENT:

This Agreement supersedes and cancels all previous agreements, verbal or written, between the School District and the Association and constitutes the entire agreement

between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XX, SAVINGS:

If any article or part of this Agreement is held to be invalid or illegal by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE XXI, DURATION:

This Agreement shall become effective as of July 1, 1993, and shall remain in full force and effect through June 30, 1995.

FOR THE DISTRICT

FOR THE CCAP

By: _____ By: _____

Date: _____ Date: _____

CASSVILLE SCHOOL DISTRICT

1993-94 SALARY SCHEDULE

INCREASE: .11
 HORIZONTAL RATE: .20

JOB CATEGORY	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
AIDES, COOKS	4.87	5.07	5.27	5.47	5.67	5.87	6.07	6.27	6.47	6.67	6.87
HEAD COOK	5.76	5.96	6.16	6.36	6.56	6.76	6.96	7.16	7.36	7.56	7.76
CUSTODIAN	5.87	6.07	6.27	6.47	6.67	6.87	7.07	7.27	7.47	7.67	7.87
HEAD CUSTODIAN	6.76	6.96	7.16	7.36	7.56	7.76	7.96	8.16	8.36	8.56	8.76
SECRETARIES	6.31	6.51	6.71	6.91	7.11	7.31	7.51	7.71	7.91	8.11	8.31

1994-95 SALARY SCHEDULE

INCREASE: .35
 HORIZONTAL RATE: .20

JOB CATEGORY	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
AIDES, COOKS	5.22	5.42	5.62	5.82	6.02	6.22	6.42	6.62	6.82	7.02	7.22
HEAD COOK	6.11	6.31	6.51	6.71	6.91	7.11	7.31	7.51	7.71	7.91	8.11
CUSTODIAN	6.22	6.42	6.62	6.82	7.02	7.22	7.42	7.62	7.82	8.02	8.22
HEAD CUSTODIAN	7.11	7.31	7.51	7.71	7.91	8.11	8.31	8.51	8.71	8.91	9.11
SECRETARIES	6.66	6.86	7.06	7.26	7.46	7.66	7.86	8.06	8.26	8.46	8.66



SOUTH WEST EDUCATION ASSOCIATION

Executive Directors

**Joyce Bos • H. Leroy Roberts
Marvin Shipley**

Associate Staff

Linda Brown • Marlene Hooper

RECEIVED
DEC 22 1995
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

TO: Coleen Burns
FROM: Joyce Bos
DATE: December 21, 1995
RE: Final Offer

Enclosed is a copy of the Cassville Council of Auxiliary Personnel's Final Offer. Also enclosed is a copy which should be sent to the District at the appropriate time to exchange Final Offers.

**cc: Rob Burnhardt
Karen Mahr**

Board Proposal 12/18/95

PROPOSED SALARY SCHEDULE, 1995-96

1995-96 Salary Schedule

Vertical Increase	0.11		C	D	E
	Rate	0.10			
	A	B			
	Aide/ Cook	Head Cook	Custod	Head Custodian	Secretary
Years					
0	5.33	6.22	6.33	7.22	6.77
1	5.53	6.42	6.53	7.42	6.97
2	5.73	6.62	6.73	7.62	7.17
3	5.93	6.82	6.93	7.82	7.37
4	6.13	7.02	7.13	8.02	7.57
5	6.33	7.22	7.33	8.22	7.77
6	6.53	7.42	7.53	8.42	7.97
7	6.73	7.62	7.73	8.62	8.17
8	6.93	7.82	7.93	8.82	8.37
9	7.13	8.02	8.13	9.02	8.57
10	7.33	8.22	8.33	9.22	8.77
*10	7.60		8.82	9.64	
**10	8.08				
***10	7.54				

Board Proposal 12/18/95

PROPOSED SALARY SCHEDULE, 1996-97

1996-97 Salary Schedule

Vertical Increase	0.13		C	D	E
	Rate	0.11			
	A	B			
	Aide/ Cook	Head Cook	Custod	Head Custodian	Secretary
Years					
0	5.46	6.35	6.46	7.35	6.90
1	5.66	6.55	6.66	7.55	7.10
2	5.86	6.75	6.86	7.75	7.30
3	6.06	6.95	7.06	7.95	7.50
4	6.26	7.15	7.26	8.15	7.70
5	6.46	7.35	7.46	8.35	7.90
6	6.66	7.55	7.66	8.55	8.10
7	6.86	7.75	7.86	8.75	8.30
8	7.06	7.95	8.06	8.95	8.50
9	7.26	8.15	8.26	9.15	8.70
10	7.46	8.35	8.46	9.35	8.90
*10	7.91		9.08	9.92	
**10	8.32				
***10	7.78				

APPENDIX A - 1995-97 SALARY SCHEDULES

CASSVILLE SCHOOL DISTRICT

1995-96

INCREASE: \$.25
 HORIZONTAL RATE: \$.20

Job Category	0	1	2	3	4	5	6	7	8	9	10
Aides, Cooks	5.47	5.67	5.87	6.07	6.27	6.47	6.67	6.87	7.07	7.27	7.47
Head Cook	6.36	6.56	6.76	6.96	7.16	7.36	7.56	7.76	7.96	8.16	8.36
Custodian	6.47	6.67	6.87	7.07	7.27	7.47	7.67	7.87	8.07	8.27	8.47
Head Custodian	7.36	7.56	7.76	7.96	8.16	8.36	8.56	8.76	8.96	9.16	9.36
Secretaries	6.91	7.11	7.31	7.51	7.71	7.91	8.11	8.31	8.51	8.71	8.91

1996-97

INCREASE: \$.25
 HORIZONTAL RATE: \$.20

Job Category	0	1	2	3	4	5	6	7	8	9	10
Aides, Cooks	5.72	5.92	6.12	6.32	6.52	6.72	6.92	7.12	7.32	7.52	7.72
Head Cook	6.61	6.81	7.01	7.21	7.41	7.61	7.81	8.01	8.21	8.41	8.61
Custodian	6.72	6.92	7.12	7.32	7.52	7.72	7.92	8.12	8.32	8.52	8.72
Head Custodian	7.61	7.81	8.01	8.21	8.41	8.61	8.81	9.01	9.21	9.41	9.61
Secretaries	7.16	7.36	7.56	7.76	7.96	8.16	8.36	8.56	8.76	8.96	9.16

FINAL OFFER

RECEIVED
DEC 22 1995
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

The final offer of the Cassville Council of Auxiliary Personnel is as follows:

1. The current status quo language of the 1993-95 contract remains unchanged with the exception of updating the dates in the contract to reflect the bargained contract years of 1995-97.
2. Increase the salary schedule base of each category by \$.25. The structure of the salary schedule remains unchanged, ie. the \$.20 horizontal increase remains unchanged. The proposed salary schedule is enclosed.