

STATE OF WISCONSIN

INTEREST ARBITRATION AWARD

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In the Matter of the Arbitration between

NEKOOSA SCHOOL DISTRICT

and

NEKOOSA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Re WERC Case 44  
INT/ARB-7664  
Dec No 28905-A

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APPEARANCES For the District Dean R. Dietrich, Esq., of Ruder, Ware & Michler, S C , Attorneys at Law, Suite 700, 500 Third Street, P O Box 8050, Wausau, Wisconsin 54402-8050

For the Association Thomas S Ivey, Jr , UniServ Director, Central Wisconsin UniServ Councils, 625 Orbiting Drive, P O Box 158, Mosinee, Wisconsin 54455-0158

The Association represents a collective bargaining unit of all regular full-time and regular part-time maintenance/custodial, cleaner, secretarial, assistant, and food service staff employed by the District. It was certified in 1988. The parties' most recent agreement expired on June 30, 1995. After exchanging initial proposals on matters to be negotiated in a renewal agreement on March 22, 1995, the parties met on six further occasions before the Association filed a petition for arbitration on June 12, 1995. Subsequently, on October 11, 1995, a member of the Wisconsin Employment Relations Commission staff attempted to mediate the dispute. When this was unsuccessful and it was determined that the parties were deadlocked, after some delays they submitted final offers. Thereafter the Commission certified that conditions precedent to the initiation of arbitration had occurred, as required by Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act, and ordered arbitration on October 31, 1996. Subsequently, on January 6, 1997, the Commission notified the undersigned of his appointment as arbitrator.

A hearing was held in Nekoosa on April 9, 1997. The parties presented evidence in written form. The District presented a single witness. There were opportunities to cross examine the witness and comment upon the written evidence. There was no transcript made of the hearing, the record consisting of the arbitrator's handwritten notes. At the conclusion of the hearing the parties agreed to file statements by May 1 confirming or modifying the data they had presented and to file written briefs on May 27, with reply briefs 10 days to two weeks later. There were some delays after that and the final reply briefs were received on July 16. The record is considered closed as of that date.

THE ISSUES TO BE ARBITRATED

The arbitrator is required to choose the entire final offer of one party or the other. The District's final offer is attached as Addendum A. The Association's final offer is attached as Addendum B. The parties have filed a stipulation that settles various other issues that were in dispute. They agree that the new agreement is to cover the period from July 1, 1995 to June 30, 1997.

The Association proposes to cover assistants and kitchen staff who work six or more hours per day by the District's existing health insurance plan. It proposes a wage increase across-the-board of 3.0 percent each year of a 2 year agreement. The District proposes to raise wages 3.5 percent across-the-board each year of a 2 year agreement, to add 5 days to the present total of 60 days accrual of unused sick leave, and to add two days of necessary paid time off each year for cleaners and assistants.

#### PRELIMINARY DISCUSSION

This is a proceeding where the arbitrator must judge the final offers in terms of the criteria set forth in Sec. 111.70(4)(cm)7 of the Act. The District argues that the arbitrator must apply the language in subparagraphs 7g and 7r, which became effective on July 29, 1995. But in this case the petition was filed on June 12, 1995, some six weeks before that amendment to the law became effective. Although it did not so state in its argument, I must assume that the Association designed its final offer in the knowledge that the criteria an arbitrator would apply are those in Paragraph 7 before the Act was amended. For that reason as well as the clear statement in the law that it was published on July 28, 1995, and therefore became effective on July 29, 1995, it is not appropriate for me to apply the criteria in subparagraphs 7g and 7r.

The District also states that its final offer is consistent with the part of the Act that describes "a qualified economic offer," a wage and fringe cost limitation effective after July 1, 1993. But in the Act a qualified economic offer is a concept applied to school district professional employees. The staff in this unit are not professional employees. So although the concept of the qualified economic offer is useful as a legislative guidepost, it does not appear to apply as a limitation to the settlement of this dispute.

#### POSITIONS OF THE PARTIES

One of the major differences between the parties involves the comparable districts that are to be used in making judgments pursuant to Paragraph 7, especially subparagraphs d and e. These subparagraphs cite comparisons of wages, hours, and conditions of employment of municipal employees in these proceedings with similar conditions of other public employees in the same community and in comparable communities (subparagraph d.) and similar comparisons with other employees generally in public employment in the same community and in comparable communities (subparagraph e.)

There have been two previous interest arbitration proceedings involving this collective bargaining unit. The first award was issued in 1991 by Zel Rice (Case No. 38, No. 44067 INT/ARB 5684). The second was issued in 1995 by John C. Oestreicher (Case No. 42, No. 49064 INT/ARB 6853). Arbitrator Rice chose the comparable districts proposed by the Association in that case: Pittsville, Wisconsin Rapids, Tri-County, Port Edwards, and Mid-State Technical College. Except for the last named, which is an area technical college, these are all adjoining school districts. The analysis of comparability ran to about 1,200 words. His principal conclusion was that the geographical area of the labor market for employees in this unit is limited. He pointed out that many employees who work in Nekoosa and Port Edwards live in Wisconsin Rapids, that Wisconsin Rapids is the shopping center for employees who live or work in Pittsville, Tri-County (located in the community of Plainfield), as well as Nekoosa and Port Edwards. He rejected the District's proposal of the athletic conference on grounds that two of the cities were 50 miles and two were 70 miles away, distances that in his view put them outside the labor market for employees in this unit. For the same reason he rejected a third proposed comparability group that would have included Necedah and Adams-Friendship along with Port Edwards. In the Oestreicher arbitration there was no dispute between the parties on this issue. Arbitrator Oestreicher stated that "the parties have agreed that the pool of comparables previously adopted by Arbitrator Rice are appropriate."

In this proceeding the District proposes a different group of comparables. These would be within a 35 mile radius and would include Adams-Friendship, Almond-Bancroft, Auburndale, Black River Falls,

Mosinee and Neillsville, as well as Pittsville, Port Edwards and Tri-County. These districts are favored for reasons that they are all nearby and of a size approximately similar to Nekoosa. The District argues that Mid-State Technical College should be excluded because it is a different kind of educational institution and is funded differently from the others. The Wisconsin Rapids District would be excluded for the reason that it is much larger and is centered in a community with a far greater population than Nekoosa.

The districts that the Board has proposed constitute what appears to be a viable list. Had they been proposed in 1991, Arbitrator Rice might well have adopted them as the most appropriate list. There are some minor criticisms that could be made. Neither Black River Falls nor Neillsville is within a 35 mile radius. And if those cities are to be included, why not Mauston? It is closer than either of the others and is about the same size as Black River Falls. Alternatively, if the radius is to be set so as to include Black River Falls, why not Waupaca and Wisconsin Dells? Why not Rothschild-Schofield? It bears about the same relationship to Wausau that Nekoosa does to Wisconsin Rapids. If Adams-Friendship is included, why not Spencer, Wautoma Area, or Westfield?

With regard to comparative districts the first point I make is that in proceedings such as this, fault can be found with almost any list of proposed appropriate comparable districts. My second point is that although the District did not agree with the list of comparables accepted by Arbitrator Rice, it accepted that same list in the proceeding before Arbitrator Oestreicher. My third point is that in bargaining leading up to the hearing in this proceeding the District did not propose a different list of comparables. The Association asserts that it did not hear of the proposal of a different set of comparable districts until the day of the hearing. In answer to a direct question at the hearing the District stated that it had not discussed a listing of districts within a 35 mile radius with the Association since the proceeding before Arbitrator Rice.

In my view, where an arbitrator has based his decision on a certain set of comparable districts and where in a second such proceeding the parties have agreed to that same list, there is a presumption that the list has been established as a basis for making comparisons. In this case I do not believe that the District has overcome that presumption with the list it has proposed. I am satisfied that the appropriate list of comparable districts is the one that has been used twice before in proceedings involving the parties to this proceeding.

#### SUPPORT FOR THE ASSOCIATION'S POSITION ON HEALTH INSURANCE

The Association argues that extending health insurance to assistants and kitchen classifications who work 6 or more hours daily is supported by both the internal and external comparables. Regular full-time and regular school year Maintenance/Custodians, Cleaners, and Secretarial Staff employees are covered by a health insurance policy wherein 87.5 percent is paid by the District for both family and single coverage. The Association proposal would make an additional 22 employees in assistant and food service categories eligible for the benefit.

Among the comparables Wisconsin Rapids covers 12 month assistants who work 7 or more hours and school year assistants who work 6 or more hours by its policy wherein 85 percent for family and 97 percent for single policies are paid by the employer. For food service employees Wisconsin Rapids pays 43 percent of family and 100 percent of single policies for employees who work over 4 hours per day. If such employees work less than 4 hours per day, the employer payment is 16 percent for a family policy and 47 percent for a single policy.

At Tri-County assistants and food service employees who work over 30 hours per week are covered by a health insurance policy wherein the employer pays 94 percent for family and 100 percent for single coverage. No distinction is made between 12 month and school year employees.

Pittsville makes no distinction between 12 month and school year employees. Both assistants and food service employees who work 20 or more hours per week are covered by a policy wherein the employer pays 90 percent of both family and single premiums. For such employees who work less than 20 hour

weeks the employer payment is 45 percent for family and single premiums

At Port Edwards assistants and food service employees are covered only if they work a 40 hour week For such 12 month employees the employer pays 90 percent for family and 100 percent for single coverage For school year employees who work a 40 hour week the employer pays 50 percent of the family and single policies

There are no assistants or food service employees at Mid-State Technical College

The Association argues that this benefit at Pittsville is more liberal than the proposal here For assistants the benefit at Wisconsin Rapids is the same in coverage with less paid for family coverage (85 percent) but more paid for single coverage (97 percent) Food service employees have greater coverage at Wisconsin Rapids but lower percentages paid by the employer for both family and single premiums The Tri-County policy is better as to the amount paid by the employer Coverage is more restrictive in that it applies to employees who work more than 30 hours per week rather than as is proposed here, 30 or more Only Port Edwards among the comparables has a policy that excludes all employees such as those who would become eligible under the Association's proposal

The Association makes several arguments concerning the general benefits of health insurance, including better attendance, better ability to maintain a level of health that is less dangerous to those they come in contact with or whose food they handle, less chance that they will rely upon community health resources that may make them burdensome to the general taxpayer, etc.

#### OTHER ASSOCIATION EVIDENCE AND ARGUMENTS

The Association asserts that ever since it was certified it has been trying to bring the employment conditions of these employees up to the average level of conditions of employees in the comparable districts the Association argues that even if its proposal is adopted by the arbitrator, these employees will still not have achieved comparability The other principal evidence the Association gives for this assertion is a comparison of hourly wages The data introduced by the Association purport to show that even if the District's wage increase (3.5 percent as opposed to the Association's 3.0 percent) is adopted here, Maintenance Custodians would be at a wage level of 98.5 percent of the average of the comparables, Cleaners would be at 70 percent, Secretaries would be at 96 percent, Special Ed and Clerical Assistants at 73 percent, Teacher Assistants at 74 percent, Bakers at 90 percent, Cooks at 86 percent, Assistant Cooks at 83 percent, and Utility employees at 86 percent.

Since the District's final offer included an increase in sick leave accrual from 60 to 65 days, at the hearing the Association made a comparison of this benefit among the comparables. Mid-State allows an accumulation of 120 days for custodians and 116 days for secretaries. Pittsville allows an accumulation of 120 days for custodians, secretaries, assistants and food service employees Port Edwards allows 105 days for all those classifications, and Tri-County allows 100 days for the four classifications Wisconsin Rapids allows 120 days for regular full-time employees who work 7 or more hours per day, 100 days for school year employees who work 6 or more hours per day, and 50 days for regular part-time employees who work 3 to 6 hours per day Food service employees who work 4 or more hours per day get up to 110 days

The District's final offer includes an extra 2 days of necessary time off for cleaners and assistants in 1996-1997 This would make the benefit the same for all employees in the unit, a total of 3 days off The equivalent data for the comparables, as introduced at the hearing by the Association, are as follows: At Mid-State custodians get 2 days of this type of leave, secretaries 23 1/4 hours, 15 1/2 of which are deducted from sick leave, Pittsville custodians, secretaries, assistants, and food service employees 2 paid days, 2 additional days without pay are available, Port Edwards allows three days, Tri-County provides 2 days, one with pay and one without, for full-time custodians, secretaries, assistants and food service employees, part-time custodians and food service employees are allowed one day; Wisconsin Rapids gives custodians one floating holiday, secretaries and assistants who work more than 6 or 7 hours per day 2 days, the second to be deducted from sick leave, and food service employees one floating holiday

## SUPPORT FOR THE DISTRICT'S POSITION ON HEALTH INSURANCE

Part of the District's argument for its position on health insurance is based on comparisons with districts within a 35 mile radius (including Neillsville and Black River Falls), comparisons that I have rejected. The data introduced by the District for what may be termed the Rice comparative districts are about the same as the data introduced by the Association. The District emphasizes that eligibility for health insurance at Tri-County is based on working "over 30 hours" per week rather than "30 and over" as is proposed by the Association. And although the Wisconsin Rapids coverage of assistants who work six or more hours per day is about the same as the Association proposal, that employer makes an 85 percent contribution for the family plan, less than the Association proposal. Assistants and kitchen staff who work fewer than 7 hours per day are eligible for much lower percentage contributions by that employer. The District also criticizes the Association proposal on grounds that it does not prorate the Employer contribution in terms of the number of hours worked as some other plans do. And although the Association has argued that it is taking a gradual approach to adding employee benefits, the District sees nothing gradual about this proposal. In the case of custodians, cleaners and secretaries already covered by the health insurance, the Employer contribution to the premium was increased gradually over a period of years from \$74.25 single and \$192.75 family per month in 1988-1989 to the current 87.5 percent, or what is anticipated in dollars to be \$213.82 single and \$481.74 family in 1997-1998. In this case the Association wants to impose the 87.5 percent contribution for 22 additional employees on the Employer in one fell swoop.

As to the Association's assertions that there would be health benefits for the District as employer, to the student body and staff, as well as general benefits to the public because the newly covered employees would be healthier, the District points out that there was no evidence in the record to support those assertions. Nor has the Association shown that employee turnover would be reduced nor that employees have been injured in any way by not having health insurance. In fact, the District points out that the turnover rate among employees in the unit is very low, 93 percent of them having achieved the maximum position on the wage scale.

## OTHER DISTRICT EVIDENCE AND ARGUMENTS

The District provides a history of improvements in benefits since recognition of the Association. In each renewal of the labor agreement there have been improvements in such items as sick leave accumulation, retirement contribution by the Employer, in the number of paid holidays, in paid personal and necessary days, life and disability insurance, shift differential, as well as the percentage of the Employer contribution to the health insurance premium for eligible employees. The District argues that this has to be a gradual process because of budgetary constraints. In this case the Association is proposing to increase the cost of the insurance benefit by more than \$100,000 per year and engaging in subterfuge by indicating the partial year expense if it were to be adopted on the proposed date, March 1, 1997, rather than the true expense that would be entailed in the future. The District asserts that the anticipated expense of adopting the Association's proposal is too great to be absorbed by the District in one year.

The District argues vigorously that the Association's proposal requires a quid pro quo. The 3 percent wage increase proposal in the face of a larger wage increase proposal by the Employer is viewed by the District as insufficient as a concession to balance a huge prospective increase in labor cost. In fact the Association's wage increase proposal is not much different than the total package increase that has been reached both this year and last year in collective bargaining among the comparables. None of the packages attributed to comparable districts in either 1995-1996 or 1996-1997 bargaining has exceeded 4 percent. The same can be said for private sector settlements for employees in the comparable municipalities. Recent settlements with the United Paper Workers and the International Association of Machinists at the Georgia-Pacific plant, the largest private employer in the area, have been lower than settlements covering public employees.

With regard to the Association's wage data the District makes three comments. First, in examining the wage schedules of Pittsville and Port Edwards the District determined that both employers had changed their salary schedules in 1993 and are compensating those employed since then at a lower rate than those employed prior to 1993. The Association has used the earlier salary schedules in its exhibits. The District does not think it is appropriate to "grandfather" the two wage schedules. In its own exhibits the District has used the newer schedules. Second, several of the comparable districts have longevity rates. The Association has used up to 25 years of longevity in some of its wage comparisons for comparable school districts. Since there is no way of knowing which or how many employees in those districts qualify for longevity, the District argues that it is inappropriate to use longevity rates in the comparisons. Third, the District points out several other wage rate comparisons introduced by the Association that are inaccurate because job descriptions and titles differ from Nekoosa job descriptions and job titles. I comment on the District's wage comparisons in the Discussion section below.

The District estimates the cost of its proposal as 3.8 percent each year over the two year period. This is more than the settlements among comparables and greater than the annual increases in the Consumer Price Index. The Association's proposal was projected to be 8.3 per cent for 1996-1997, a figure far higher than the increase in the CPI or any of the settlements among the comparable school districts, municipal employees among the comparables, or in the private sector in the area. The District argues that the Association shows no concern for future costs. And even though the March 1, 1997 projected date for prospective coverage of the additional 22 employees is past and 1996-1997 costs have not been affected, the District estimates that (based on a 3 percent wage increase) the labor cost increase for the unit in 1997-1998 would be 15 percent greater than the 1996-1997 labor cost if the Association's final offer is adopted in this proceeding. Given the legislature's limitation on increases in revenues, this is a far greater amount than the District can afford to raise total labor costs for this unit in one year.

#### DISCUSSION

Support for its proposal among the comparables is not as clear-cut as the Association would have us believe. Pittsville has a more liberal policy both in coverage and in percentage paid by the employer. It is not quite as clear for Tri-County. There all employees who work more than 30 hours per week are covered. But it should be noted that 21 of the 22 employees who would be covered by the Association's proposal worked more than 30 hours per week in 1996-1997. Given that circumstance, the Tri-County policy appears to have about the same applicability as that proposed by the Association for Nekoosa. The percentage paid by Tri-County is greater than the percentage paid by Nekoosa.

Comparison with the Wisconsin Rapids policy is more difficult. All assistants there have coverage and the difference between 87 1/2 and 85 percent paid by the employers is minimal. For singles the 97 percent paid by the employer at Wisconsin Rapids is more than 87 1/2 percent. Food service employees who work over 4 hours per day are covered with a 43 percent contribution by the employer for family and 100 percent for singles. The 43 percent figure is far less than the 87 1/2 percent proposed by the Association for these food service employees. But many of the Nekoosa food service employees work fewer than 6 hours per day and would receive no coverage at all as compared with the partial coverage of their counterparts at Wisconsin Rapids. In addition, since most members of this unit are assistants of one sort or another and few are food service employees, on balance the Wisconsin Rapids policy on health insurance is more liberal than what is being proposed by the Association. If applied at Nekoosa the Port Edwards policy would not cover any of these employees, and Mid-State Technical College has no employees of this type.

Since 3 of the 5 comparables are superior to Nekoosa on the issue of extending the existing health insurance policy to these employees, the Association proposal on health insurance is supported by the comparables.

Intuitively most people would probably subscribe to the Association's arguments in favor of health insurance from a public health standpoint. I agree with the District, however, that no evidence was presented to support that assertion.

The District makes a strong argument that its estimated 3.7 percent total cost increase for the 1995-1996 school year is competitive with settlements in the comparable districts: a 3.8 percent package at Pittsville, 60 cents across-the-board at Port Edwards, and a 4 percent package at Tri-County, and that its total package settlement for 1996-1997, instead of an estimated 8.3 percent package proposed by the Association, is almost identical with the comparable package settlements: 3.8 percent at Pittsville, 4.0 percent at Port Edwards, and 4.0 percent at Tri-County. This argument suffers, however, because the data do not include Wisconsin Rapids and Mid-State Technical College.

In proceedings such as this the question arises as to whether comparisons of settlements or comparisons of resultant levels of wages and benefits are more appropriate. In this case the Association has demonstrated persuasively that the numbers of days of sick leave accumulation are higher in the comparable districts. But the Association exhibit has also shown that the District's offer to raise necessary days for assistants and for food service employees to 3 days would make Nekoosa conditions on this issue better than any of the comparables except for Port Edwards.

Which brings us to the matter of comparing wage levels. I have described above the Association's exhibits on wages that purport to show that wage levels in this unit lag behind all the comparable districts. I have also repeated the District's criticism of the Association's presentation. I remarked above that I would comment on the District's wage comparisons in this section of the report. At this point I must say that even if we accept all the District's claimed corrections, the District's own wage comparisons indicate that wage levels in this unit are below levels for most similar classifications among the comparables. To demonstrate this I show the following table taken from data in the District's exhibits at the hearing and as amended later. The figures are for 1996-1997, but the differences are about the same in 1995-1996. The Nekoosa figures reflect the District's proposal of a 3.5 percent increase.

	Nekoosa maximum	Average maximum of the comparables
Custodian	\$13.89	\$11.45
Cleaner	8.30	9.91
Secretary	10.89	10.22
Special Education Assistant	7.76	8.53
Clerical Assistant	7.76	9.16
Non-Certified Teacher's Assistant	7.37	8.46
Baker	8.27	7.95
Cook	8.18	8.19
Assistant Cook	7.67	7.85
Utility	7.51	7.67

Except for Custodian, Secretary (neither affected by the principal issue in this dispute), and Baker, which are respectively 21, 7, and 4 percent higher than the average, and Cook, Assistant Cook, and Utility, which are about the same, the other classifications are paid less than the average of those classifications among the comparables. Cleaner (also not affected by the principal issue) 16 percent, Special Education Assistant, 9 percent, Clerical Assistant, 15 percent, and Non-Certified Teacher's Assistant, 13 percent.

In view of those wage figures, which are to the disadvantage of 21 (all but the Baker classification) of the employees who would be affected by the proposal of health insurance coverage, the more pertinent data to be considered are the wage inequities that would continue regardless of which final proposal is adopted rather than the level of the settlements among the comparables.

This also has an application to the argument the District makes that the Association has not offered any *quid pro quo*. The Association has taken the position from the commencement of the hearing in this proceeding that it is bargaining for catch-up. The Association has demonstrated that there are inequities when comparisons are made with comparable districts on the issues in dispute here. In that circumstance insistence that there should be a *quid pro quo* for adoption of a health insurance policy is not relevant.

The one remaining issue is whether the District has the wherewithal to meet the money costs of the extension of health insurance to these additional members of the unit. There was no testimony at the hearing as to whether any of the 22 employees who would become eligible for coverage are already covered by a family policy carried by a spouse, a condition that may exist given the fact that some of these employees may be spouses of employees of the Georgia-Pacific Corporation, the largest employer in the community. The parties agreed that 21 would be eligible for family coverage. If 21 members of the unit opted for coverage by family policies and one member opted for an individual policy, the added annual cost to the District would be somewhere in the vicinity of \$124,000 (estimate using District figures) or \$114,000 (estimate using Association figures). It would be necessary to deduct about \$4,300 from this figure to account for a 3 percent rather than a 3.5 percent wage increase. The net increase would equal about a 15 percent increase in labor cost for this unit (or 14 percent based on Association figures). That increase, using the District estimate, would be equal to 1.3 percent of the instruction and support services budget for 1996-1997. (Presumably the percentage would be a bit lower in 1997-1998 since we are already more than two months into the new fiscal year, but I do not have a base figure for estimating a percentage.) This is a substantial increase in labor cost for the District, but the District has not argued that it is unable to bear the expense.

The Association calculates the cost of its final offer during the two year period of the agreement at 6.6 percent (3.0 percent increase each year plus incremental increases in the cost of health insurance for those already covered plus additional costs for WRS, FICA, disability and life insurance). It calculates the cost of the District's final offer as 7.9 percent (3.5 percent each year plus those same other increases). But of course this ignores the increased costs in 1997-1998 if the Association's final offer is adopted. The Association also presented Department of Public Instruction figures showing that base revenue in 1994-1995 was \$7,900,102 and that the revenue limit for 1996-1997 was \$8,723,588, an increase of \$823,486 or 10.4 percent over the two year period. The Association argues that this new money is ample to fund its final offer.

The District did not present the same kind of calculations as the Association, but it presented accounting figures for 1994-1995, 1995-1996, and budget projections for 1996-1997. Those figures from District Exhibit 126 indicate that local and state revenues increased from \$8,058,977 (actual) in 1994-1995 to \$8,449,568 (unaudited) in 1995-1996, an increase of 4.8 percent. The budgeted increase in these revenues for 1996-1997 was to \$8,909,851, a percentage increase of 5.4. Although the dollar figures are different from those used by the Association, the percentage increase over the two year period is about the same. If calculated in the manner used by the Association, the two year increase in the revenue figures presented by the District in Exhibit 126 is 10.6 percent.

The District would prefer to spend that increased revenue in some other way. But the data in this record indicate that in terms of Factor d in Section 111-70(4)(cm)(7) of the Act, the wages and benefits of these employees are inferior to those conditions for employees performing similar services in comparable districts. I give considerable weight to this factor.

I have carefully considered all the appropriate factors in Paragraph 7. There is no issue concerning the lawful authority of the Employer, Factor a. The parties have stipulated their agreement to other issues not involved with the final offers, Factor b. I believe the interest and welfare of the public would be served by adoption of the Association's final offer and that it is within the financial ability of the District to meet the cost, Factor c. No relevant data were introduced by either party concerning wages, hours and conditions of employment generally in public employment in the Nekoosa community or comparable communities, Factor e. I have found that wages, hours, and employment conditions settlements in the private sector in the Nekoosa and comparable communities were not appropriate comparisons because this proceeding involves the issue of addressing inequities in employment conditions. The same can be said for Factor g, cost of living. Adopting the Association's final offer would mean that the percentage increase in cost would exceed the 1996 and 1997 rates of increase in the Consumer Price Index. But the weight to be given redress of inequities, as considered with respect to Factor d, exceeds the weight to be given Factor g, cost of living.



As to my obligation to give weight to Factor h , consideration of overall compensation, it receives the same consideration as Factor d . The overall compensation of these employees does not come up to the level of the overall compensation of employees doing similar work in the comparable districts . And since there is no specific reference to internal comparables in the wording of the factors to which I am to "give weight," Factor h may be a place to recognize that the Association's final offer is supported by the internal comparables as well . That is, the custodians, cleaners, and secretaries, some of whom do not work 8 hour days, already receive this benefit . While it would be preferable if the benefit were prorated, as argued by the District, the law does not permit me to make that kind of a modification in the Association's final offer

There were no changes in these circumstances during the pendency of the proceedings, Factor i , nor were there other factors normally or traditionally taken into consideration that were not considered in making this award, Factor j

As indicated at the beginning of this report, the hearing in this case was held on April 9, 1997, more than a month after the March 1 date when the Association's final offer proposed to make health insurance coverage effective . And the record of this proceeding was closed sixteen days after the end of the two year period in which the labor agreement was to be applicable. At the hearing the Association presented an exhibit entitled *ADDENDUM REGARDING THE INITIATION OF HEALTH INSURANCE COVERAGE UNDER THE ASSOCIATION'S FINAL OFFER* . It was dated April 9, 1997. The text is reproduced below in its entirety.

The Association's Final Offer indicates health insurance coverage for the designated group should begin on March 1, 1997 . Scheduling events have made this date moot . Therefore the Association submits that implementation of Health Insurance Coverage should begin within 30 days of an award by the Arbitrator selecting the Association's Final Offer

Respectfully submitted: /s/ Thomas S Ivy, Jr

Dated this 9th day of April , 1997

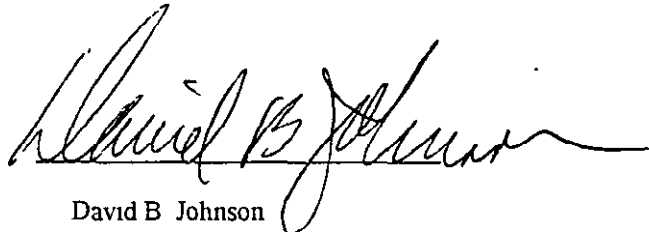
The Association declared that this was not an amendment to its final offer, merely a clarification. There was no further discussion of the matter and the District accepted this exhibit for the record.

#### AWARD

The final offer of the Association is adopted as the award in this proceeding

Dated. September 10, 1997

at Madison, Wisconsin



David B Johnson

RECEIVED  
SEP 04 1996

FINAL OFFER  
OF  
NEKOOSA BOARD OF EDUCATION

— WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION —

CASE 44 NO. 52753 INT/ARB-7664

1. ARTICLE X - LEAVES, PARAGRAPH B-SICK LEAVE Revise Subparagraph 3 by adding the following sentence:

"Effective July 1, 1996, employees may be allowed to accumulate a maximum of sixty-five (65) unused sick leave days."

2. ARTICLE X - LEAVES, PARAGRAPH D - PERSONAL/NECESSARY LEAVE - Revise Subparagraph 1 by adding the following sentence:

"Effective for the 1996-97 school year, employees in the classification of Cleaner and Assistants will be allowed two (2) days of necessary time off with pay in any one school year in accordance with the provisions of this Article."

3. Revise salary schedule to provide for a 3.5% increase in hourly rates for all positions and continuation of current contributions on health and dental insurance for the 1995-96 and 1996-97 school years.
4. Incorporate all tentative agreements reached by the parties.

Dated this 3<sup>rd</sup> day of September, 1996.

RUDER, WARE & MICHLER, S.C.  
Attorneys for Nekoosa Board  
of Education

By Dean R. Dietrich  
Dean R. Dietrich

1994-95

MAINT/CUST	9.83	11.13	12.97	+\$0.15 DIFF ON 3-11 FOR ENERSON & TELL	
CLEANER	8.52		7.75		
SECRETARY	7.83	8.24	8.65	9.08	10.17
LIC SP ED ASST	6.50	7.24			
CLERICAL ASST.	6.50	7.24			
TEACHER ASST.	6.20	6.88			
BAKER	6.96	7.72			
COOK	6.88	7.64			
ASSISTANT COOK	6.85	7.18			
UTILITY	6.70	7.01			

**HOURLY WAGE FOR 1995-96**

103.50%

MAINT/CUST.	10.17	11.52	13.42	+ \$.15 diff. for 2nd shift - Enerson, Tell	
CLEANER	6.75	7.47	8.02		
SECRETARY	8.10	8.53	8.95	9.40	10.53
LIC SP.ED ASST.	6.73	7.49			
CLERICAL ASST.	6.73	7.49			
TEACHER ASST.	6.42	7.12			
BAKER	7.20	7.99			
COOK	7.10	7.91			
ASSISTANT COOK	7.09	7.41			
UTILITY	6.93	7.28			

**HOURLY WAGES FOR 1996-97**

103.50%

MAINT/CUST	10.53	11.92	13.89	+ \$.15 diff. for 2nd shift - Enerson, Tell	
CLEANER	6.98	7.73	8.30		
SECRETARY	8.39	8.83	9.27	9.73	10.89
LIC. SP.ED.ASST.	6.96	7.78			
CLERICAL ASST.	6.96	7.78			
TEACHER ASST.	6.64	7.37			
BAKER	7.46	8.27			
COOK	7.35	8.18			
ASSISTANT COOK	7.34	7.67			
UTILITY	7.18	7.51			

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SEP 04 1996

— WISCONSIN EMPLOYMENT —  
RELATIONS COMMISSION

9/3/96  
DLD

REVISED FINAL OFFER  
NEKOOSA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

June 28, 1996

The Association reserves the right to modify this Final Offer following the receipt of the District's response.

A. Health Insurance benefits for Assistants and Food Service Personnel:

The Association proposes that, beginning on March 1, 1997, all employees in the following categories, who work a total of six (6) or more hours per day, be provided Health Insurance coverage at the same benefit and District premium contribution level as provided Maintenance/Custodian and Cleaner employees:

Licensed Special Ed  
Clerical/Assistant  
Teacher Assistant  
Baker  
Cook  
Assistant Cook  
Utility

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— THE SCHOOL EMPLOYMENT —  
RELATIONS COMMISSION

B. Wages (Schedules attached)

1995-96      A 3.0% increase in the wage rates.  
1996-97      A 3.0% increase in the wage rates.

C. Duration of Contract

The Association proposes a two year contract.

NEKOOSA ESP ASSOCIATION FINAL OFFER

RATE ADJUSTMENT---

1.03 (3.00%)

1995-96	Start	3 Mos.	6 Mos.	9 Mos.	12 Mos.
Maintenance/Custodian	10.12	11.46	13.36		
Cleaner	6.72	7.44	7.98		
Secretary	8.06	8.49	8.91	9.35	10.48
Licensed Spec. Ed. Ass't.	6.70	7.46			
Clerical/Assistant	6.70	7.46			
Teacher Assistant	6.39	7.09			
Baker	7.17	7.95			
Cook	7.07	7.87			
Assistant Cook	7.08	7.37			
Utility	6.90	7.22			

1996-97	Start	3 Mos.	6 Mos.	9 Mos.	12 Mos.
Maintenance/Custodian	10.42	11.80	13.76		
Cleaner	6.92	7.66	8.22		
Secretary	8.30	8.74	9.18	9.63	10.79
Licensed Spec. Ed. Ass't.	8.90	7.68			
Clerical/Assistant	6.90	7.68			
Teacher Assistant	6.58	7.30			
Baker	7.39	8.19			
Cook	7.28	8.11			
Assistant Cook	7.27	7.59			
Utility	7.11	7.44			