

reached and ordered arbitration.

On March 18, 1997 the WERC, on the advice of the parties, appointed the undersigned to arbitrate the dispute. A hearing was held on April 23, 1997 in Benton, Wisconsin at which time the parties were present and given full opportunity to present written and oral evidence. Briefs were filed by the parties and the last of which were exchanged through the arbitrator on June 24, 1997.

Statutory Criteria

As set forth in Wis. Stats. 111.70(4)(cm), the arbitrator is to consider the following criteria:

- 7. "Factor given greatest weight." In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give the greatest weight to any state law or directive lawfully issued by a state legislative or administrative officer, body or agency which places limitations on expenditures that may be made or revenues that may be collected by a municipal employer. The arbitrator or arbitration panel shall give an accounting of the consideration of the factor in the arbitrator's or panel's decision.
- 7g. "Factor given greater weight." In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the factors specified in subd. 7r.
- 7r. "Other factors considered." In making any decision the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall also give eight to the following factors
 - a. The lawful authority of the municipal employer.
 - b. Stipulations of the parties.
 - c. The interests and welfare of the public and the financial ability of the unit of government to meet the

costs of any proposed settlement.

- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- f. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost-of-living.
- h. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties in the public service or in private employment.

Final Offers of the Parties

Wage Schedule and Wage Increases

The District would replace the existing wage structure that establishes a flat rate after completion of probation with a rate

range for each of the eight existing job classifications. The new structure would provide pay increments of \$.15 each year for ten years. In addition, each employee on the schedule in each classification would receive a wage increase of \$.20 per hour for 1996-97. For 1997-98, each employee would receive a step increase of \$.15 plus an increase in the base of \$.10 per hour. Each employee off the wage schedule would receive an increase of \$.20 per hour for the first year and the base increase for the second.

The Union also proposes a new wage structure with a rate range containing eleven steps and pay increments of \$.25 at each step. For the first year of the new contract, the Union proposes an increase of \$.40/.45 per hour per employee. The second year would provide a \$.45 increase including the step increment. Each employee off the schedule would receive an increase of \$.40 in 1996-97 and \$.20 in 1997-98.

Vacation

The District proposes to cap an employee's ability to accumulate vacation days at a maximum of twenty days. In addition, the District also would require that any employee who had earned more than 20 days vacation prior to the effective date of the successor agreement would be capped at the level accrued at that point.

The Union seeks to retain the current language of the contract which provides that an employee will receive an additional day per year after 15 years of employment.

Health Insurance

The District proposes that it and the employees shall share equally in premium increases for family and single coverage commencing with July 1, 1996.

The current contract requires the District to pay up to \$512.32 per month per month. Cost in excess of \$510 per month were to be shared equally. The Union would increase the flat amount to be paid per employee per month to \$547.47 for 1996-97 and require the District to pay an equal percentage in 1997-98 as was paid in 1996-97.

Sick Leave

There is no disagreement on this issue. Both parties agree that employees will be permitted to accumulate sick leave up to a maximum of 100 days.

Maintenance of Insurability(MOI)

There is no disagreement on this issue. Both parties agree that the amount paid in lieu of an employee's participation in the District's health plan will increase from \$50 to \$100.00 per month.

The Positions of the Parties

The Issue of Comparability

The Union's Comparables: The Union proposes two sets with a total of ten school districts: primary comparables - Cassville and Potosi; and secondary comparables - Blackhawk, Darlington, Dodgeville, Iowa Grant, Mineral Point, Pecatonica, Platteville

and Southwestern.¹ In both sets, the comparables are tied together by virtue of the fact they comprise 10 school districts under collective bargaining contracts with WEAC/NEA affiliates. In addition, maintains the Union, the districts chosen for comparability are either in the District's athletic conference (Blackhawk), are contiguous or "in reasonable proximity to Benton."

The Union argues that districts whose educational support personnel are not covered by collective bargaining agreements should be excluded from the either set of comparables. Here, the Union cites various arbitral decisions in which arbitrators have rejected comparisons with districts whose wages and working conditions are unilaterally set by the employer.

The District's Comparables: First, the District contends that it is appropriate to use the Blackhawk Athletic Conference for the comparability analysis. Blackhawk Conference districts include Belmont, Benton, Cassville, Highland, Potosi, River Ridge and Shullsburg. The District cites a long list of arbitral awards in support of this position, arguing that factors normally considered in establishing comparability include geographic proximity, numbers of pupils, bargaining unit staff, equalized value and state aid. Other factors which have been considered also cover unionized status, settlement patterns and the parties' bargaining history.

¹ The Union states that it has a total of twelve districts but lists only ten different districts. Its sets of primary and secondary comparables both contain Cassville and Potosi.

Second, the District contends that while the school districts it proposes meets the factors most commonly considered the Union has presented no evidence for its secondary comparables.

Third, the District maintains that arbitrators have, on occasion used a "50% variation" in applying such factors as enrollment, staffing, equalized value and mill rate to determine comparability. According to the District, if applied to the Union's secondary comparables, these factors would eliminate all of the district's in this group except for Potosi.

Fourth, the District dismisses the idea that districts with non-unionized support staff should be excluded. In the case of the Blackhawk Athletic Conference, if this were done, only four districts would remain. Therefore, says the District, Belmont and Shullsburg should be included. It also asserts, citing Arrowhead School District, that under appropriate conditions non-organized units have qualified as comparables.²

Fifth, the District also points out that two of the Union's eight secondary comparables were not settled for 1996-97 and none was settled for 1997-98.

Finally, while the parties have had no prior agreements with respect to comparables, says the District, other arbitration decisions have found the Southwest Wisconsin Athletic League, to which six of the Union's secondary comparables belong, to be an appropriate grouping. On the other hand, contends the District,

² Yaffe, Dec. No. 27823-A, 1994.

other decisions, involving the districts of Seneca and Cassville have not included the districts the Union seeks to use here.

Discussion

The selection of an appropriate set of comparison school districts is complicated in the instant dispute by a number of factors. On the one hand, the parties disagree almost completely over which set of comparables to apply. The only instance of agreement is that both sets of comparison lists contain the Cassville and Potosi School Districts. Otherwise, there is no overlap. On the other, the parties also have not agreed in past negotiations on a relevant set of comparable districts. Thus, the Arbitrator is forced to construct his own set.

The Arbitrator believes therefore, that a resolution of the comparables' dilemma begins with the District's athletic conference. As the District points out, arbitrators have long held for both teachers and support staff that the athletic conference was an appropriate point of reference. Thus, the undersigned will employ a composite set of comparables drawing primarily on the Blackhawk Conference.

While the Union also begins with the conference it utilizes only two of the school districts eliminating Belmont and Shullsburg as non-union, Highland because it is affiliated with the American Federation of Teachers (AFT) and River Ridge which, although unionized, is independent.

The Arbitrator is not persuaded by the argument that only school district bargaining units affiliated with the Wisconsin

Education Association Council(WEAC) should be included in the comparison set. The Union offers no evidence or arbitral authority to support this position. In fact, Arbitrator Rice whom the Union cites with approval specifically rejected this line of reasoning.³

The Union also argues that the Conference's two districts with non-union support staff should also be excluded from the list of acceptable comparables. The District cites as a contrary view the decisions of Arbitrators Yaffe⁴ and Petrie⁵. After close scrutiny of the two awards, the Arbitrator remains unpersuaded. Arbitrator Yaffe indicated his willingness to consider non-represented groups while also indicating that he would do so only if insufficient numbers of unionized districts were available for use as comparables. Arbitrator Petrie, on the other hand, would apparently include as valid comparables non-represented districts without conditions. However, as the Union citations demonstrate, Arbitrator Petrie is clearly in a minority among arbitrators. The undersigned has long subscribed to the general arbitral premise that organizations in which the employer unilaterally determines wages and working conditions are not appropriate benchmarks. I find nothing either in the facts of the instant dispute or the arguments of the District requiring a

³ Cassville School District, (Dec. No. 28646-A, 8/6/96).

⁴ Hartland Arrowhead School District, Dec. No. 27823-A, 8/26/94).

⁵ Shiocton School District, Dec. No. 27635-A, (12/31/93).

different conclusion. Therefore, the Shullsburg and Belmont School Districts will be excluded from the Arbitrator's comparables.

The remaining acceptable members of the Blackhawk Athletic Conference, Cassville, Highland, Potosi and River Ridge, are not a large enough number to constitute a valid set of comparables. In order to fill out the set the Arbitrator has chosen to consider the districts comprising the Union's secondary comparables. Reviewing the characteristics of these districts, one finds a great disparity in enrollment, location and related factors. The exercise is handicapped further by the fact that Benton with an enrollment of 325 is smaller by far than most of the districts in the Union's secondary set of comparables. Platteville (1,779 students), Dodgeville (1,296), Iowa Grant (978) and Darlington (915) by size alone are not relevant to a determination of wages and working conditions in the Benton School District.

The result of the process of elimination produces the following set of comparables the Arbitrator will use in the analysis of the issues.

ARBITRATOR'S COMPOSITE SET OF COMPARABLES

<u>District</u>	<u>Enrollment</u>
Blackhawk	688
Cassville	401
Highland	405
Pecatonica	550
Potosi	446
River Ridge	717
Southwestern	662
Benton	325

Source: District Exhibits 129, 129A

The above grouping provides a set of comparables approximating in size and location the District's current athletic conference. Thus, Southwestern, in Hazel Green, is contiguous to Benton while Blackhawk, in South Wayne, and Pecatonica in Blanchardville are within a fifty mile radius. This grouping also is useful by virtue of the fact that, at least for 1996-97, all districts have settled contracts.

The Issues in Dispute

The District's Position

Wage Increases and Schedule: The District divides the wage issues into two parts; that is, those related to the wage schedule, and those derived from general wage increases. With regard to the schedule the District argues first, that the principle of quid pro quo applies. According to the District, the party which proposes a change in the status quo must provide a rationale for change and/or a quid pro quo. Thus, says the District, its proposed wage schedule would maintain existing differences in starting wages whereas the Union's would modify significantly these wages.

Second, the District contends that its offer to abolish the probationary wage is the quid pro quo for the wage schedule it proposes. The Union, on the other hand, maintains the District would not only change the schedule but keep the probationary wage.

Third, the District's offer provides for step increments of

\$.15 per step. The Union's offer requires step increases of \$.25, which the District contends, are not supported even by the Union's own comparables.

Fourth, under the District's proposal, off schedule employees would receive the base increase each year while the Union proposes that off schedule employees would receive the increase only in the second year of the contract. The District asserts that the Union's proposal causes a lack of clarity, potentially requiring the District to bargain separately with those off the schedule for the first year of the contract. Under the circumstances proposed by the Union, the wage schedule would be a fiction, says the District.

With regard to wage increases, the District contends that the Union's wage proposal creates starting wages which are "far below" those of comparable districts. This situation, says the District would make it difficult to hire qualified individuals and leave it vulnerable in later years of negotiations to Union demands for "catch-up." The District submits a series of tables which it believes support the point that the wage increases it offers are more consistent with the wage increases in comparable districts.

Moreover, says the District, the Union is "backloading" the wage schedule. Wages are lower for beginning employees but the schedule itself is also shorter than for the comparables. Thus, asserts the District, "The Union is asking its newer employees to pay for the wage increases inuring to the benefit of the more

experienced employees."

Fifth, the District argues that its settlement offer is more consistent with comparable settlements. There is no basis for "catch-up", no settlement patterns supporting the Union justifying a \$.45 per hour increase and no rational or quid pro quo provided for either the modifications proposed in the schedule or the increase in wages sought.

As a final point, the District contends that its wage and benefit increases are wholly supported by cost of living indices. Thus, for example, says the District, its salary only increases for the proposed two year contract would equal 2.19% and 1.99% respectively and are "squarely in line with the indices." Its total package increases would be 2.17% and 2.32% for contractual years one and two. It calculates the Union's offer as 4.03% and 3.73% wages only and 4.32% and 4.28% total package increases. The Union's wages and fringe demands, in the District's view, far exceed the cost of living indices.

The District asserts that there is a lack of comparable settlement information available and therefore cost of living indicators have traditionally been used. Further, it says, the importance of such indices have been codified through the use of the principle of the qualified economic offer for teachers and the legislation of revenue caps for school districts.

Health Insurance: With regard to the issue of health insurance, the District contends that the comparables support its position. According to the District only three of the districts

in the Conference pay the full premium for single health care coverage for full time employees and the other three districts pay between zero and 80%. In addition, only two districts pay the full premium for dental coverage and only Highland and Shullsburg offer MOI.

Further, says the District, it is offering a quid pro quo in the form of a doubling in the MOI payment for the insurance changes it seeks. The Union, on the other hand, argues the District, not only offers no quid pro quo for the changes in insurance it demands but also provides no rationale either.

Vacation: As the District asserts with the other issues in contention, it maintains that its position on vacations is not only supported by the comparables and but also by an offer of quid pro quo. The District contends that, in a manner similar to what it seeks here, the districts in its conference also cap vacation time, generally at four weeks.

Moreover, the District's offer includes an increase in the accrual of sick leave which, it says, "is a reasonable exchange and serves the purpose of bringing the contract more strictly in line with contracts in comparable districts."

The Union's Position

The Union argues, first of all, that the difference in the parties' respective positions is only \$2,946.00 in the first year and \$2,652.55 in the second. These are amounts, says the Union, which the District can meet without making harmful adjustments in educational programs or long-term deficit spending. Thus, the

District can not make an inability to pay argument.

Second, the Union also asserts that a comparison with settlement patterns among comparable school districts will show that the Union's offer will place the District's employees near the bottom of comparable districts, will not alter the historical ranking, and can not be construed as a "catch-up" argument.

Third, the Union also contends that its salary schedule offer will save the District money. In support of this argument, it compared the parties' proposed salary schedules, indicating positions on the schedules where the Union salary offer is less than that of the District.

Fourth, with regard to the matter of cost of living measures, the Union maintains that settlements among comparable districts are more relevant than such indices as the Consumer Price Index (CPI). Here it cites a long list of arbitrator awards arguably supporting this conclusion.

Finally, the Union disputes the notion that only the District offers a quid pro quo. Rather, "in every instance, the District is the party who is breaking the status quo of the contract and therefore it should be the District who should offer the status quo." In this respect also, the Union challenges the notion the MOI, "is a wonderful benefit for the employees." Only one employee utilizes this option, says the Union, and it would cost the District considerably more to pay the health insurance premium than pay the MOI.

Discussion of the Issues

The Wage Increase and Schedule Issues

Taking up the questions of the wage schedule first, it should be noted that until June 1996 the District utilized a two step schedule in which the successful completion of a 90 day probationary period qualified an employee for a wage increase of \$0.25 per hour. The wage rate was flat thereafter with increases dependent upon negotiated base rate changes.

For the successor agreement both parties have proposed to radically change the wage structure. The Union would require an 11 step rate range for each classification including a probationary step with the maximum wage rate achieved in the tenth year. Under the Union schedule wages would increase in increments of \$0.25 each year. The District offers a schedule with ten steps, dropping the probationary period, with step increments of \$0.15 per year reaching the maximum wage rate in the tenth year.

The District maintains that its schedule offer maintains the status quo by virtue of the fact that the starting wage differentials between each of the job classifications will continue unchanged from the old to the new schedule. It also argues that the comparables support its version of the schedule.

On the one hand, while each of the parties would retain some characteristics of the former structure, it is difficult to conclude that the status quo is maintained in any significant fashion given the radical surgery which the parties would

perform. On the other hand, it is also difficult to resolve the question of the competing schedule offers based on the comparables. Three of the districts from the Arbitrator's comparables set (Pecatonica, Potosi and Highland) employ a probationary step but do so with either three or four step schedules. Blackhawk has as three step structure with no probationary step, Cassville has eleven steps and River Edge apparently 22 steps. The step increments vary greatly as well as the time required to reach the maximum rate.

Under the circumstances, the Arbitrator finds nothing inherent in the proposed schedules to favor one party's schedule over the other.

Next, since the structures themselves are inadequate to determine which is the more reasonable offer it is necessary to turn directly to the wages which the schedules provide. In particular it is important to determine how the respective wages which result from the two schedules will compare with the Arbitrator's benchmark districts. We need to ascertain, for example, whether the wages proposed are consistent with the historical position of the District. The Union contends it is not seeking to "catch-up", only to "keep up."

It should also be pointed out that many of the most useful data points are absent from the record. The District has provided salary increase and total package increase information for only Cassville, Potosi and River Ridge. This is not adequate to draw valid conclusions for comparison purposes. Moreover,

while there is wage data for 1996-97 only two districts, Pecatonica and Southwestern are settled for 1997-98.

The tables below summarize Benton School district's ranking and deviation from the average wage in comparison with the seven districts of the Arbitrator's set: Potosi, River Ridge, Highland, Cassville, Pecatonica, Blackhawk and Southwestern. The analysis was carried out for six of the eight job classifications in the parties' schedules, omitting only the Aide and Secretary I positions. The omissions were necessitated by the lack of data in the parties' exhibits or the absence of the positions from a sufficient number of comparable districts. Finally, because of the variability in structures, only the minimum wage and the maximum wage for each job classification were considered.

TABLE 1

BENTON DISTRICT RANKING
Arbitrator's Comparables
1993-97

	1993-94		1994-95		1995-96		1996-97			
	Min	Max	Min	Max	Min	Max	Union		Board	
Instr. Aides	6/8	8/8	5/8	8/8	5/8	8/8	5/8	2/8	6/8	6/8
Head Cook	4/6	6/6	4/6	6/6	3/6	6/6	4/6	2/6	2/6	2/6
Cook	5/8	8/8	5/8	8/8	4/8	8/8	4/8	2/8	3/8	3/8
Secretary II	7/7	7/7	6/7	7/7	6/7	7/7	6/7	5/7	5/7	6/7
Head Custodian	5/5	5/5	4/5	5/5	4/5	5/5	4/5	4/5	3/5	5/5
Custodian	8/8	8/8	8/8	8/8	8/8	8/8	7/8	5/8	5/8	8/8

The above table indicates that the Benton School District has generally ranked near the bottom of its comparables for the minimum wage for all the classifications and virtually at the

bottom for the maximum wage through the 1995-96 contract year. The Parties' proposals for the successor contract would both make some changes in these rankings. However, the Union's offer would make the most significant changes, especially in the maximum wage rankings. Thus, for Instructional Aide the District would move from 8 of 8 in 1995-96 to the #2 in 1996-97. For Cook, the change also would be from last among the eight districts to #2. The Secretary II class would rise from 7 of 7 to 5 of 7 and Custodian 8/8 to 5/8. In only one instance would the District's offer drop the District's ranking in 1996-97 from what it had been in 1995-96.

It is also useful to review the extent to which the respective offers would move the District's position classification wages around the average for the comparable districts. The table below provides the calculations for each of the classification's minimum and maximum wage compared to the average for the comparison group. It basically confirms the results of the first table. That is, historically Benton School District has occupied the lower echelon of its peers, paying wages that lagged considerably the average for its group. Thus, for example, Instructional Aide starting wages were \$0.27 below the average in 1993-94 while the maximum pay for this classification was \$1.16 below in that same year. This pattern continues through 1995-96 but also is duplicated by the other classifications over the same time period as well.

As they did for the rankings, the parties' wage offers for

1996-97 also affect these historical relationships to the average for each of the classifications. While the Union's offer has some impact at the minimums it significantly affects the maximums. For example, it causes a \$1.69 swing from \$1.20 below the average to \$0.49 above for Instructional Aides, a change of \$2.48 for the Cook maximums, \$2.18 for Secretaries II, \$2.01 for Head Custodian and \$2.22 for Custodians.

TABLE 2

Benton School District Wages Above/Below the Comparables' Average
By Job Classification
1993-97

	1993/94	1994/95	1995/96	1996/97	
					Union Board
Inst. Aide					
Min	(\$0.27)*	(\$0.01)	(\$0.02)	(\$0.10)	(\$0.60)
Max	(\$1.16)	(\$1.23)	(\$1.20)	\$0.49**	(\$0.16)
Head Cook					
Min	(\$0.35)	(\$0.10)	(\$0.09)	(\$0.36)	\$0.79
Max	(\$1.25)	(\$1.33)	(\$1.27)	\$0.65	\$0.65
Cook					
Min	(\$0.55)	(\$0.29)	(\$0.30)	(\$0.07)	\$0.58
Max	(\$1.47)	(\$1.54)	(\$1.50)	\$0.98	\$0.48
Sec. II					
Min	(\$1.38)	(\$1.08)	(\$1.06)	(\$1.13)	(\$0.48)
Max	(\$2.31)	(\$2.41)	(\$2.34)	(\$0.16)	(\$0.66)
Head Custodian					
Min	(\$1.27)	(\$0.99)	(\$0.89)	(\$1.14)	(\$0.24)
Max	(\$2.07)	(\$2.35)	(\$2.20)	(\$0.19)	(\$0.44)
Custodian					
Min	(\$1.71)	(\$1.14)	(\$1.12)	(\$1.13)	(\$0.58)
Max	(\$2.50)	(\$2.59)	(\$2.51)	(\$0.29)	(\$0.89)

* Below Group Average

** Above Group Average

The District's offer also creates changes in the historical relationship but these are generally of a smaller magnitude moving the classification wages closer to the average. The table does not reveal any instances in which the District's offer causes its employees to lose ground to its peers.

The District accuses the Union of "backloading" its wage offer. This is clearly the case. However, the Union's strategy, on its face, is not inappropriate. Indeed, as the data in the table reveal, the former two step wage schedule placed the upper end of the District's support staff wage near the bottom of comparable districts. However, the Union denies that it is making a case for "catch-up". It argues "keep up" which means maintenance of historic position. In that respect, the comparables do not support its position on wages.

Therefore, the Arbitrator concludes that the comparables favor the District's wage and schedule offer.

The Vacation Issue

The District seeks to cap the amount of vacation which can be earned to a maximum of four weeks per year. The Union holds to the status quo which currently provides one additional day per each year of employment after 15 years. The District contends its position is supported by its comparables and the fact that it offered a quid pro quo in the form of an increase in the number of sick leave days which can be accrued. The District cites Arbitrator Rose Marie Baron, Middleton-Cross Plains School District, Dec. No. 27599-A, 12/4/93. Arbitrator Baron states the

arbitral standard to be applied as follows:

" . . . the party proposing the change must demonstrate a need for the change; if this is shown, then the party proposing the change must show that it provided a quid pro quo for the change and that the foregoing be demonstrated by clear and convincing evidence."

The District, first of all, has provided no evidence of the need for change. The fact that several districts cap vacations at four weeks doesn't prove in a convincing manner the District's need for change.

Second, even with a convincing case to support capping vacation entitlement, as Arbitrator Baron makes clear, there also must be offered a quid pro quo of equivalent value to that which is being given up. The current right to continue to accumulate vacation days beyond four weeks is a significant benefit which the District's support staff have enjoyed for some time. The District argues the quid in this case is its offer to increase the accrual of sick leave from 90 to 100 days. On its face, it is not self evident to the Arbitrator why one should be equated with the other. Beyond the allegation that one is a sum sufficient to "buy out" the other, the record contains no evidence to support the claim.

Given the above, the Arbitrator concludes that the District has provided neither a show of need nor a demonstration that it is offering an equivalent quid pro quo to warrant a disturbance of the status quo. The Union's position on this issue is more reasonable.

The Insurance Issues

Under the current contract the District paid up to \$512.00 per month per employee for 1994-95 hospitalization, dental and vision care premiums. Costs in excess of this fixed amount for 1995-96 were shared equally by the District and its covered employees. The Board proposes a change in which premium increases would be shared equally beginning on July 1, 1996. The Union's offer would raise the fixed amount the District would pay for 1996-97 to \$547.47 and for 1997-98 require the Board to pay a percentage equal to that paid in 1996-97.

The Board calculates that, for 1994-95, it paid 100% of the single coverage premium and 94% for family coverage while in the following year the respective figures were 100% single and 92.2% family. The Union disputes the latter number, arguing that the Board has miscalculated the family premium cost for 1995-96. According to the Union, the correct amount covered by the District is 95% of the cost of the family premium.

The District contends that its position is supported first by its comparables and second by the fact that the Union offers no quid pro quo for increasing the District's share of the premiums. On the other hand, argues the District, it offers an improvement in the MOI benefits as a quid pro quo for the changes it proposes in insurance. Thus, says the Board, its offer is the same of the second year of the current contract, that it is reasonable for employees to pay one half of the increases and its offer does not create a financial burden.

First, with regard to the Union's contention that the District has miscalculated the insurance premium cost the Arbitrator has examined the information provided in Board Exhibits #70-86. The Board's reported total insurance premium cost for 1994-95 for family coverage is correctly reported at 94% for family coverage and 100% for single coverage. For 1995-96, however, the correct figure should be 95% family coverage and 100% single coverage, confirming the Union's point.

Second, both parties' offers would change the status quo. The Board would move away from using a fixed amount in the first year of the contract to a straight fifty/fifty sharing of premium cost increases over both years. The Union proposes to continue with a fixed amount to be paid by the District for the first year but then would change the language such that the Board would pay whatever percentage it had paid in the preceding year. It has previously shared with the District any premium cost increases which occurred during the second year.

On the one hand, the District's final offer on insurance would result in payment of 98% of the cost for family coverage and 96% of single coverage for 1996-97. The District's share for the cost of insurance premiums for the second year of the proposed contract can not be calculated since it would share equally with employees any increase in 1997/98 over 1996/97.

On the other hand, the Union's offer would result in the District picking up 94% and 100% of the family and single

coverage costs respectively for 1996-97 and a similar amount in the following year.

Third, the parties provide little evidence to judge the reasonableness of either offer on insurance premiums. The Union provides no information on the insurance provisions of its comparison districts' contracts. It also offers no argument justifying the need to change from the current practice.

The District contends that it offers an improvement in the MOI as a quid pro quo which the Union suggests is of little value to its members. The District also makes no effort to justify the need for change. With regard to the comparables the District cites, the Arbitrator is hardpressed to conclude that these are dispositive of the issue. The sample of comparison districts is small and the language by which the health and other forms of insurance are contractually provided districts was not put in evidence.

Under the circumstances, the Arbitrator finds neither of the parties' offers on insurance to be preferred over the other.


Summary

In sum, the Arbitrator finds that the District has prevailed in its position on the issue of the wages, the Union on the issue of vacations and neither offer was more reasonable than the other on insurance. The major issue in dispute was the matter of wages and as such carries the weight in determining the outcome of this arbitration.

AWARD

In light of the above discussion and after careful consideration of the statutory criteria enumerated in Section 111.70 (4)(cm)7 Wis. Stat. the undersigned concludes that the District's final offer is more reasonable. Therefore, the final offer of the District shall be incorporated into the Collective Bargaining Agreement for the period beginning July 1, 1996 and extending through June 30, 1998.

Dated at Middleton, Wisconsin this 12th day of September, 1997.

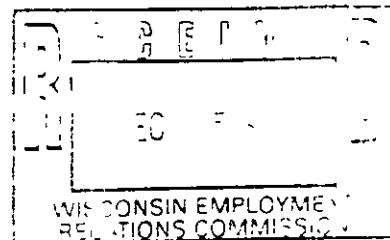


Richard Ulric Miller, Arbitrator

Benton Council of Auxiliary Personnel

Final Offer

December 4, 1996



(New language is bolded and underlined. Old language to be deleted is bolded and struck through)

II. PAID LEAVE DAYS

- A. Sick Leave - An employee shall be allowed full pay for each day's absence because of personal illness or serious illness or death in the immediate family up to the days accumulated. Immediate family is defined as: mother, father, son, daughter, brother, sister and spouse. Employees shall earn sick leave at a rate of one (1) day per month; all days to be credited at the beginning of the employment year. This sick leave shall be cumulative to ~~90~~100 days. If leave days are used under this provision for any reason not listed above, the absent employee will forfeit pay for the time absent. The forfeiture shall be determined by the hourly wage multiplied by the hours absent.

VII. INSURANCE PROVISIONS

- A. The District shall provide ~~hospitalization~~ health, dental and vision care benefit plans for each employee. The District shall pay up to ~~\$512.32~~ \$547.47 per month per employee in ~~1994-95~~ 1996-97. The District shall pay up to an equal percentage as was paid in 1996-97 for the health, dental and vision care benefit plans of 1997-98. ~~Cost in excess of \$510 per month per employee for 1995-96 shall be shared equally by the Board and the BCAP. An amount in cash up to a maximum of \$50 per month in lieu of hospitalization insurance may be paid to the employee.~~ The insurance benefit levels shall be equal to or better than the plans in effect in the ~~1993-94~~ 1995-96 year.

As a Maintenance of Insurability (MOI) option, \$100.00 per month shall be placed into a tax-sheltered annuity account, which is provided by the insurance carrier, should the employee choose to waive the benefits of the district's health plan.

The District will pay the full benefit listed above for all full time employees and 75% of the benefit listed above for all employees who work 20 hours or more but less than 35 hours per week.

DEC 5 1996

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

VIII. WAGES

The wage scale for the 1994-1996 fiscal year becomes effective on July 1, 1994 and shall remain in effect until June 30, 1996.

POSITION	AFTER 90		AFTER 90	
	PROBATION	CALENDAR	PROBATION	CALENDAR
	1994-95	DAYS	1995-96	DAYS
Aides				
Instructional	\$6.35	\$6.55	\$6.55	\$6.80
Aide	5.25	5.45	5.45	5.70
Food Service				
Head Cook	\$7.00	\$7.20	\$7.20	\$7.45
Asst. Cook	6.15	6.35	6.35	6.60
Secretary				
Sec. I	\$6.30	\$6.50	6.50	\$6.75
Sec. II	6.10	6.30	6.30	6.55
Custodial				
Head Custodian	\$7.00	\$7.20	\$7.20	\$7.45
Custodian	6.15	6.35	6.35	6.60
EMPLOYEE				
	1993-94		1994-95	1995-96
Bastian	\$ 8.45		\$8.65	\$8.90
Blaine	10.00		10.20	10.45
Davis	6.75		6.95	7.20
Driscoll	7.15		7.90	8.15
Johnson	8.80		9.00	9.25
Kilcoyne	7.45		7.65	7.90
Kruser	7.45		7.65	7.90
Lawrence	9.25		9.45	9.70
McCrea	7.70		7.90	8.15
Monahan	8.45		8.65	8.90
Stauffacher	7.35		7.55	7.80
Symons	6.35		6.55	6.80

(See attached salary schedule.)

Dates will also be changed throughout the agreement to reflect the fact that it is a two year agreement commencing July 1, 1996, and ending June 30, 1998.

Benton CAP 1996-97												
						0.25						
Position	Prob.	90 ca days	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Instructional	\$6.20	\$6.45	\$6.70	\$6.95	\$7.20	\$7.45	\$7.70	\$7.95	\$8.20	\$8.45	\$8.70	
Aide	\$5.40	\$5.65	\$5.90	\$6.15	\$6.40	\$6.65	\$6.90	\$7.15	\$7.40	\$7.65	\$7.90	
Head Cook	\$7.15	\$7.40	\$7.65	\$7.90	\$8.15	\$8.40	\$8.65	\$8.90	\$9.15	\$9.40	\$9.65	
Asst. Cook	\$6.80	\$7.05	\$7.30	\$7.55	\$7.80	\$8.05	\$8.30	\$8.55	\$8.80	\$9.05	\$9.30	
Sec. I	\$6.90	\$7.15	\$7.40	\$7.65	\$7.90	\$8.15	\$8.40	\$8.65	\$8.90	\$9.15	\$9.40	
Sec. II	\$6.45	\$6.70	\$6.95	\$7.20	\$7.45	\$7.70	\$7.95	\$8.20	\$8.45	\$8.70	\$8.95	
Head Cust.	\$7.15	\$7.40	\$7.65	\$7.90	\$8.15	\$8.40	\$8.65	\$8.90	\$9.15	\$9.40	\$9.65	
Custodian	\$6.55	\$6.80	\$7.05	\$7.30	\$7.55	\$7.80	\$8.05	\$8.30	\$8.55	\$8.80	\$9.05	

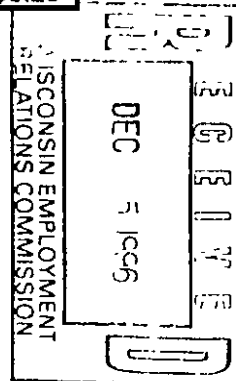
The following employees are designated as being off schedule.

	<u>1996-97</u>
Bastian	\$9.30
Blaine	\$10.85
Johnson	\$9.65
Lawrence	\$10.10
Monahan	\$9.30

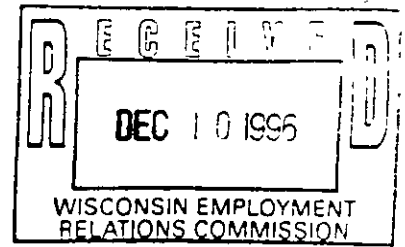
Benton CAP 1997-98												
			\$0.20	on base	0.25							
Position	Prob.	90 ca days	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Instructional	\$6.40	\$6.65	\$6.90	\$7.15	\$7.40	\$7.65	\$7.90	\$8.15	\$8.40	\$8.65	\$8.90	
Aide	\$5.60	\$5.85	\$6.10	\$6.35	\$6.60	\$6.85	\$7.10	\$7.35	\$7.60	\$7.85	\$8.10	
Head Cook	\$7.35	\$7.60	\$7.85	\$8.10	\$8.35	\$8.60	\$8.85	\$9.10	\$9.35	\$9.60	\$9.85	
Asst. Cook	\$7.00	\$7.25	\$7.50	\$7.75	\$8.00	\$8.25	\$8.50	\$8.75	\$9.00	\$9.25	\$9.50	
Sec. I	\$7.10	\$7.35	\$7.60	\$7.85	\$8.10	\$8.35	\$8.60	\$8.85	\$9.10	\$9.35	\$9.60	
Sec. II	\$6.65	\$6.90	\$7.15	\$7.40	\$7.65	\$7.90	\$8.15	\$8.40	\$8.65	\$8.90	\$9.15	
Head Cust.	\$7.35	\$7.60	\$7.85	\$8.10	\$8.35	\$8.60	\$8.85	\$9.10	\$9.35	\$9.60	\$9.85	
Custodian	\$6.75	\$7.00	\$7.25	\$7.50	\$7.75	\$8.00	\$8.25	\$8.50	\$8.75	\$9.00	\$9.25	

The following employees are designated as being off schedule. Each will receive his or her wage from the prior year plus the base increase

	<u>1997-98</u>
Bastian	\$9.50
Blaine	\$11.05
Johnson	\$9.85
Lawrence	\$10.30
Monahan	\$9.50



SCHOOL DISTRICT OF BENTON
DISTRICT'S FINAL OFFER



II. PAID LEAVE DAYS

- A. Sick Leave - An employee shall be allowed full pay for each day's absence because of personal illness or serious illness or death in the immediate family up to the days accumulated. Immediate family is defined as: mother, father, son, daughter, brother, sister and spouse. Employees shall earn sick leave at a rate of one (1) day per month; all days credited at the beginning of the employment year. The sick leave shall be cumulative to 90 days. If leave days are used under this provision for any reason not listed above, the absent employee will forfeit pay for the time absent. The forfeiture shall be determined by the hourly wage multiplied by the hours absent.

V. VACATION

- A. Employees working more than the school year shall be entitled to paid vacation according to the following schedule:

<u>Years Employed</u>	<u>Weeks Vacation</u>
1 year	1 week
2-7 years	2 weeks
8-14 years	3 weeks
15 or more years	4 weeks

~~One additional day per year after fifteen (15) years of employment. For employees who have earned more than 20 days of vacation prior to July 1, 1996, the vacation earned shall be capped for each employee at the number of vacation days accrued prior to July 1, 1996.~~

VII. INSURANCE PROVISIONS

- A. The District shall provide hospitalization, dental and vision care benefit plans for each employee. ~~The District Premium increases for each year commencing July 1, 1996, for single and family policies, shall pay up to \$512.32 per month per employee in 1994-95 be shared equally by the Board and employees covered. Cost in excess of \$512.32 per month per employee for 1995-96 shall be shared equally by the Board and the BCAP. An amount in cash up to a maximum of \$50~~\$100 per month in lieu of hospitalization insurance may be paid to the employee. The insurance benefit levels shall be equal to or better than the plans in effect in the 1993-94 year.

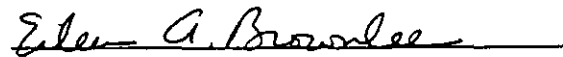
The District will pay their full share of the benefit listed above for full time employees and 75% of its share of the benefit listed above for all employees who work 20 hours or more but less than 35 hours per week.

VIII. WAGES

Delete lines 3-39 and insert attached schedules and language.

Dates will also be changed throughout the agreement to reflect the fact that it is a two year agreement commencing July 1, 1996, and ending June 30, 1998.

Respectfully submitted this 9th day of December, 1996.


Eileen A. Brownlee
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BENTON SCHOOL DISTRICT SUPPORT ST FF WAGE SCHEDULE 1996-97 BOARD PRELIMINAR FINAL OFFER

POSITION	Start	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Instruc Aide	\$6.70	\$6.85	\$7.00	\$7.15	\$7.30	\$7.45	\$7.60	\$7.75	\$7.90	\$8.05
Aide	\$5.60	\$5.75	\$5.90	\$6.05	\$6.20	\$6.35	\$6.50	\$6.65	\$6.80	\$6.95
Head Cook	\$8.30	\$8.45	\$8.60	\$8.75	\$8.90	\$9.05	\$9.20	\$9.35	\$9.50	\$9.65
Cook	\$7.45	\$7.60	\$7.75	\$7.90	\$8.05	\$8.20	\$8.35	\$8.50	\$8.65	\$8.80
Sec.-12 mo	\$7.30	\$7.45	\$7.60	\$7.75	\$7.90	\$8.05	\$8.20	\$8.35	\$8.50	\$8.65
Sec.-9 mo	\$7.10	\$7.25	\$7.40	\$7.55	\$7.70	\$7.85	\$8.00	\$8.15	\$8.30	\$8.45
Head Cust	\$8.05	\$8.20	\$8.35	\$8.50	\$8.65	\$8.80	\$8.95	\$9.10	\$9.25	\$9.40
Custodian	\$7.10	\$7.25	\$7.40	\$7.55	\$7.70	\$7.85	\$8.00	\$8.15	\$8.30	\$8.45

BENTON SCHOOL DISTRICT SUPPORT ST FF WAGE SCHEDULE 1997-98

POSITION	Start	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Instruc Aide	\$6.80	\$6.95	\$7.10	\$7.25	\$7.40	\$7.55	\$7.70	\$7.85	\$8.00	\$8.15
Aide	\$5.70	\$5.85	\$6.00	\$6.15	\$6.30	\$6.45	\$6.60	\$6.75	\$6.90	\$7.05
Head Cook	\$8.50	\$8.65	\$8.80	\$8.95	\$9.10	\$9.25	\$9.40	\$9.55	\$9.70	\$9.85
Cook	\$7.55	\$7.70	\$7.85	\$8.00	\$8.15	\$8.30	\$8.45	\$8.60	\$8.75	\$8.90
Sec. I	\$7.40	\$7.55	\$7.70	\$7.85	\$8.00	\$8.15	\$8.30	\$8.45	\$8.60	\$8.75
Sec. II	\$7.20	\$7.35	\$7.50	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25	\$8.40	\$8.55
Head Cust	\$8.15	\$8.30	\$8.45	\$8.60	\$8.75	\$8.90	\$9.05	\$9.20	\$9.35	\$9.50
Custodian	\$7.20	\$7.35	\$7.50	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25	\$8.40	\$8.55

The following employees are designated as being off-schedule. Each will receive his or her wage from the prior year plus the base increase.

	1996-97	1997-98
Bastian	\$9.10	\$9.20
Blaine	\$10.65	\$10.75
Johnson	\$9.45	\$9.55
Lawrence	\$9.90	\$10.00
Monahan	\$9.10	\$9.20