BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

ELCHO EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

and

ELCHO SCHOOL DISTRICT

Case 30
No. 54721
MA-9769

(Grievance Involving Barbara Nelson)

Appearances:

Mr. Ronald J. Rutlin, Ruder, Ware & Michler, S.C., Attorneys at Law, 500 Third Street, P. O. Box 8050, Wausau, Wisconsin 54402-8050, appearing on behalf of the District.

Mr. Stephen Pieroni, Staff Counsel, Wisconsin Education Association Council, 33 Nob Hill Drive, P.O. Box 8003, Madison, Wisconsin 53708-8003, appearing on behalf of the Association.

ARBITRATION AWARD

On October 4, 1996, the Elcho School District filed a Unit Clarification petition with the Wisconsin Employment Relations Commission (Case No. 29, No. 54489, ME (u/c)-854) alleging that a certain bargaining unit position, that of a long-term substitute teacher, be excluded from the voluntarily-recognized collective bargaining unit whose description is set forth below. On December 12, 1996, the parties to this dispute filed a grievance arbitration request with the WERC which requested that William C. Houlihan, a member of the Commission's staff, hear and decide a grievance pending between these parties. That grievance arises over a dispute as to whether the substitute teacher, whose position prompted the Unit Clarification petition noted above, is appropriately in the teacher bargaining unit. Hearing on both matters was scheduled and postponed. Ultimately, a grievance arbitration hearing (followed by a Unit Clarification hearing) was held on July 10, 1997, in the Elcho School District offices, Elcho, Wisconsin. A transcript

of the proceedings was made and distributed by November 10, 1997. Post-hearing briefs and reply briefs were submitted and exchanged by February 12, 1998. Post-briefing objections were made and withdrawn by February 20, 1998.

This arbitration addresses the bargaining unit status of the one academic year appointment of Barbara Nelson to a substitute music position. The Unit Clarification matter is being held in abeyance.

BACKGROUND AND FACTS

Kathleen Hutchinson was the K-12 music instructor for the Elcho School District. Ms. Hutchinson requested and received a one year leave of absence for the 1996-97 school year. In order to accommodate Ms. Hutchinson's leave of absence, the District posted her position at a number of placement offices, including that operated by the UW-Stevens Point. That posting, on school district letterhead, provided as follows:

May 22, 1996

Vacancy for 1996-1997 school year only. K-12 General Music Instructor. Interested candidates should send letter of introduction, resume, credentials, transcripts and license by June 14, 1996, to:

Dr. Gary H. Twining, District Administrator
School District of Elcho
P.O. Box 800
Elcho, WI 54428

Telephone Number: (715) 275-3205

EQUAL OPPORTUNITY EMPLOYER

While the District had previously employed substitute teachers, it had never previously hired a substitute for a full academic year.

Barbara Nelson, the grievant, applied for and was interviewed for the position on August 1 by Dr. Twining and Ms. Hutchinson. It is Ms. Nelson's testimony that a portion of the interview addressed the economics of the posted position. It is her testimony that Dr. Twining explained that she would begin by receiving substitute pay at a rate of $57.50
per day for the first ten days. She indicates that Twining indicated there may be a second step before she went on the contractual schedule. She indicates that Twining produced a

copy of the Master Collective Bargaining Agreement and turned to the salary schedule. Dr. Twining noted her five years of experience and the number of credits she received and pointed out the place on the schedule where an individual with five years experience and a bachelor's degree plus six credits would be found. That salary was in excess of $29,000.

There followed a discussion with respect to benefits during which, according to Nelson, Twining indicated the availability of health, dental and life insurance as well as retirement. He is alleged to have indicated that the only benefit she would not qualify for would be the payment of credits for extra classes. According to Nelson, Twining indicated that the $29,000 salary might increase when the collective bargaining agreement was settled.

Nelson's version of this conversation is corroborated by Ms. Hutchinson.

It is Dr. Twining's testimony that he did point out the 10-day substitute pay rate. It is his belief that he thereafter indicated that Ms. Nelson would be receiving base salary. He acknowledges pointing to step five of the salary schedule, and indicates that he did so to show her how much money she would earn if she were on a regular teacher's salary, with a regular teacher's contract. On cross-examination, Twining indicated that he wanted position candidates to know what their salary schedule placement would be in the event Hutchinson did not return. He indicated that he had been informed that there was a significant chance that Hutchinson was not going to return, and he wanted to recruit the best candidate possible. It was his further testimony that Hutchinson had never indicated to him that she may not return, and that the conversation with Nelson relative to salary schedule placement could not have occurred on August 1, because Hutchinson was in the room. He speculated that that conversation may have occurred in a prior telephone conversation he had with Nelson.

On August 5, Dr. Twining offered Ms. Nelson the job, and she accepted. Following her acceptance of the position at Elcho, Ms. Nelson took a leave of absence at the parochial school where she had been teaching. She also turned down two other job interviews for positions for which she had applied. After Twining offered Nelson the position, he invited her to attend a school board meeting that evening.

Ms. Nelson did attend the August 5 school board meeting at which the Board approved Ms. Nelson's appointment as a long-term K-12 general music instructor substitute for the 1996-1997 school year. The Board motion also made reference to a salary according to Board policy for long-term substitutes.

On or about August 21, Ms. Nelson moved her belongings to the Elcho schools. While she was moving into the classroom, she got or was given her contract, signed it, and returned it to the central office. She immediately thereafter realized that the salary figure was at odds with her recollection of the offer made. She believed there to be a $5,000 discrepancy. Within 30 minutes, Ms. Nelson returned to the office and retrieved the signed contract. She indicated to office personnel that the salary was in error, and there were no fringe benefits provided.

Nelson brought her concern to Dr. Twining and the two had a series of conversations following August 21. During the course of the two to three conversations, Dr. Twining offered to attempt to get health insurance. Twining also offered to allow Ms. Nelson to withdraw from the position. Nelson declined because she had no alternative employment. Nelson testified, and Twining denied, that Twining indicated that there was a $17,000 budget shortfall, and he had to find a way to cut it out of the budget.

It was Twining's testimony that he wanted to resolve an honest dispute during the course of his negotiation with Nelson. He approached the Board to grant benefits because he did not want an unhappy teacher in his system.

The series of conversations led to a meeting on August 26, 1996. The meeting involved Nelson, Twining, and Tom Prahl, the Association president. Twining initially objected to Prahl's attendance, but acquiesced to Prahl's presence. Prahl was there representing the Association, at his own invitation. During the course of that meeting, Ms. Nelson suggested a series of benefits to be added to the contract proffered by the District. Twining agreed, subject to Board approval. Twining and Nelson ultimately arrived at a contract, which included nine sick days, one personal leave day, one funeral leave day, all benefits afforded a newly-hired teacher, and the salary schedule initially offered by the District. Prahl did not endorse the agreement, and indicated that a grievance may be forthcoming.

The agreement was reduced to contract form. The contract issued to Ms. Nelson was on the teacher form contract contained in the collective bargaining agreement. It was not on the form provided to substitute teachers.

The School District of Elcho has a substitute teacher compensation and benefit policy. That policy calls for the District to pay $57.50 per day for days 1-10, $65.00 per day for days 11-30, and $132.24 per day for days 31 and thereafter. District policy calls for the District to pay state retirement once teachers cross a 440-hour cumulative teaching threshold, to provide for a term life insurance policy, and Social Security. A portion of the District substitute teacher selection and utilization policy calls for the

to establish and maintain a list of certified substitute teachers that are interested and available for temporary substitute work. On October 22, 1996 (following Ms. Nelson's hire), the Board adopted a substitute compensation and benefit policy which provides as follows:

> Substitute instructional pay will be $60.00 per day plus an additional $5.00 if one travels over 30 miles round trip. Those individuals who substitute in the District for 20 days per school year will receive $75.00 per day for days 21 and thereafter.

During the 1996-1997 academic year, Ms. Nelson performed the full range of duties expected of a K-12 music teacher. Her economic treatment was a hybrid of the collective bargaining agreement and the substitute policy of the Board. Amended Board policy provided for mileage reimbursement for substitutes who commuted a certain distance. While Ms. Nelson exceeded the identified distance, she was not paid mileage. The benefits cited in the August 26 agreement were benefits taken from the collective bargaining agreement. Ms. Nelson was paid extra duty pay for certain tasks, the source of which was the collective bargaining agreement. The rate of pay paid was that applicable to a long-term substitute.

On September 4, 1996, Prahl filed a grievance with the Principal on behalf of the Association. The grievance provides: "The District has issued an individual contract to Barbara Nelson, music teacher, that is inconsistent with the terms and conditions of the Master Agreement. The grievance lists numerous alleged contract violations and has a substantial remedy request.

On September 20, the grievance was appealed to Dr. Twining. The grievance was denied on October 14 by Dr. Twining. The grievance was appealed to the School Board on October 18. On October 23, counsel for the School Board responded to the grievant's appeal by indicating that it was in the best interests of the parties to proceed directly to arbitration. As noted above, on December 9, 1996, the parties contacted the undersigned and requested that I serve as Arbitrator in the matter.

While the District has never hired a full-year substitute, it has hired substitutes who worked for substantial periods of time. In January of 1996, Tasha Johnson substituted for a full semester, and was paid per the District substitute policy. Marcella Dietrich substituted for the periods of 12/1/93 through 4/16/94 and again for 10/9/95 through 1/18/96. During both of those periods of substitution, Ms. Dietrich was paid in accordance with the District's substitute policy procedure.

Following the incident which gave rise to this grievance, both parties advanced proposals in their then-ongoing negotiations. Specifically, the Association proposed to place substitute teachers in the bargaining unit after one semester. The District proposed to amend the recognition clause to specifically exclude substitute teachers.

ISSUE

The parties were unable to stipulate the issue. The District believes the issue to be as follows:

> Whether or not the grievant, Barbara Nelson, was employed during the 1996-97 school year in a position covered by the collective bargaining agreement between the School District and the Elcho School Teachers' Association and if so, what is the appropriate remedy?

The Association believes the issue to be as follows:

> Did the Employer violate the collective bargaining agreement by its failure to pay the grievant, Barbara Nelson, consistent with the terms of the parties' collective bargaining agreement in terms of compensation and benefits? If so, what remedy is appropriate?

I do not believe the stated issues to be mutually exclusive. Both are addressed in this Award.

RELEVANT PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1

RECOGNITION

> The Board recognizes the Association as the exclusive and sole bargaining representative for the following unit of employees whether under contract, on leave or employed.
>
> The bargaining unit shall include all certified teaching personnel, including classroom teachers, special teachers, guidance counselors, librarians, part-time teachers and teachers on leave, but excludes principals, and the District Administrator.

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ARTICLE IV

INDIVIDUAL TEACHER'S CONTRACT

A. The individual teacher's contract as negotiated for the term of this agreement shall be as set forth in Appendix D. Contracts shall be issued by March 15 for the following year and must be returned by the teachers by April 15.

B. In any case, specific grade, subject, and extra-curricular duties for the following year shall be assigned in writing by May 15. A separate contract for extra-curricular duties, binding on both parties, must accompany those assignments voluntarily assumed by a teacher. The teacher must sign and return this contract within five (5) working days after receiving it. If negotiations have not been completed by contract issuance time, the amount of salary inserted on the individual contract shall include earned lane and step increments on the prior year's salary schedule. The Association agrees to include the earned increment as part of the total package costs of the settlement.

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ARTICLE X

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" shall be defined for the purpose of this agreement as a dispute concerning hours, wages and/or working conditions, but shall be limited solely to the provisions of this agreement.

2. A "grievant" may be a teacher, group of teachers, or the Association.

3. The term "days" when used in this Article shall, except where otherwise indicated, mean working days; thus weekend or vacation days are excluded.

. . .

D. Initiation and Processing

1. Level One – Within twenty (20) days of the event which gave rise to the grievance, the grievant will first discuss his/her grievance with the principal or immediate supervisor, either directly or through the Association's designated representative. Within this period the grievant shall have submitted the grievance in writing to his/her immediate supervisor or principal. The immediate supervisor or principal shall within ten (10) days respond in writing to the written grievance.

. . .

POSITIONS OF THE PARTIES

It is the position of the Association that this grievance is substantively arbitrable. The Association contends that when one of the questions before the Arbitrator is whether an employe should be included in a collective bargaining agreement or compensated in accordance with a collective bargaining agreement, the Arbitrator has the authority to address the issue of the individual's proper compensation in accordance with the collective bargaining agreement. The Association cites authority in support of its position.

The Association contends that the underlying grievance was timely. The Association points out that the grievance procedure defines "days" as working days. Vacation and weekdays are excluded. Nelson's compensation for the 1996-1997 school year was not finalized by the District until August 26, 1996. Therefore, August 26, 1996 is the "incident date" on which the timeline for the Level 1 grievance procedure began to run. The grievance filed on September 4, 1996 was filed well within the twenty (20) day timeline. Additionally, the Association points out that the District never challenged the timeliness of the grievance at any point between its filing on September 4, 1996 and the July 10, 1997 hearing, and should be considered to have waived its right to challenge the timeliness.

The Association argues that the Elcho district should be held to the contractual pay rate for the job Nelson performed. The Association contends that the posting and the job itself were for a regular teaching position under the collective bargaining agreement. The Association argues that nowhere in the posting does it indicate that this is a substitute teacher position. The Association notes further that Nelson was not hired from the Elcho substitute teacher's list. It contends that Nelson's duties and her teaching performance throughout the school year were that of a regular contract teacher, and did not coincide

with what one would traditionally expect from a substitute teacher. Nelson taught independently, using her own professional judgment, she developed her own lesson plans, conducted classes and issued grades without guidance from a supervisory instructor or administrator.

The Association notes that Twining pointed to the salary schedule during Nelson's interview. The Association contends that he did so because it was the appropriate place for Nelson's placement. It attacks his explanation for having done so as implausible.

The Association points out that Nelson relied upon the information provided by Twining at the interview, in asking for a leave of absence from her previous employment and for turning down two other interviews for full-time teaching employment for the 1996-1997 school year.

The Association contends that Dr. Twining's salary offer which consisted of twenty (20) days at a substitute teacher pay rate is inconsistent both with the collective bargaining agreement and with the expectations placed upon Nelson. Accordingly, the Association contends that the District violated the collective bargaining agreement by requiring Nelson to accept a long-term substitute teacher pay rate for the first twenty (20) days of her appointment. The individual contract executed between Nelson and Twining may not supersede the terms of the parties' collective bargaining agreement.

It is the District's position is that it denied the grievance on the basis that Ms. Nelson is not covered by the collective bargaining agreement as a substitute teacher and because she agreed to be paid on a *per diem* basis, all consistent with the District's past practice as it relates to recognition and payment of substitute teachers. The District contends that the recognition clause has remained unchanged since the 1977-78 school year. The District routinely utilizes substitute teachers but the issue of the inclusion or exclusion of substitute teachers has never been an issue in the negotiations between the District and the Association. The Board has treated long-term substitutes consistently in the past. The District cites its January, 1996 use of Ms. Johnson and its two uses of Marcella Dietrich.

It is the view of the District that the grievance should be denied because Ms. Nelson's employment as a long-term substitute teacher is not covered by the collective bargaining agreement. In essence, the District contends that this matter should be denied and dismissed for lack of jurisdiction because Ms. Nelson's employment as a substitute teacher is not covered by the collective bargaining agreement between the parties.

The recognition clause does not specifically address substitute teachers. However, the past practice and the bargaining history of the parties along with prior decisions of the WERC establish that Ms. Nelson is properly considered a substitute teacher excluded from the bargaining unit at issue here.

The District argues that past practice and District policy establish that Ms. Nelson was properly excluded from the bargaining unit. The recognition clause is ambiguous because it is silent on the issue of substitute teachers. However, the past practice of the parties establishes that the parties did not intend to include substitute teachers in the bargaining unit. The Employer cites Elkouri and Elkouri, *How Arbitration Works*, for the proposition that it is the task of the rights arbitrator to carry out the mutual intent of the parties and for the additional premise that where practice has established a meaning for language contained in past contracts and continued, the language will be presumed to have the meaning given it by that practice.

In this dispute, the recognition clause is silent with respect to the inclusion or exclusion of substitute teachers. Substitute teachers have been routinely used by the District and paid on a *per diem* basis. The Association does not dispute that short-term substitute teachers are excluded from the bargaining unit. The Association also concedes that the issue of inclusion or exclusion of substitute teachers in the bargaining unit has never been a subject of contract negotiations. The Association argues that long-term substitute teachers should be treated differently than short-term substitute teachers. However, contends the District, there is no basis for that distinction in the parties' past practice or in the law.

The District contends that prior WERC decisions indicate that substitute and temporary teachers are not properly included in a bargaining unit with a regularly-employed teaching staff. The District cites NEOSHO JOINT SCHOOL DISTRICT NO. 3, a grievance arbitration authored by Arbitrator Gallagher, and MOUNT HOREB JOINT SCHOOL DISTRICT NO. 6, a complaint case authored by Examiner Fleischli in support of its position. The Employer also cites a number of WERC cases for the proposition that temporary employes, who lack a reasonable expectation of continued employment lack a requisite community of interest with regular full-time and regular part-time employes and are thus properly excluded from a bargaining unit consisting of regular full-time and regular part-time teachers.

DISCUSSION

There is a threshold issue of timeliness raised in this proceeding. I believe that the event which gave rise to the grievance occurred on August 21 when Ms. Nelson was first given her contract of employment. It was on that day that the misunderstanding underlying this arbitration became crystallized. Ms. Nelson provided actual notice of her claim and dissatisfaction immediately. The Employer was on actual notice virtually simultaneously with the issuance of the written contract. Dr. Twining and Ms. Nelson attempted to resolve their dispute in the days immediately following August 21. A formal grievance was filed on September 4. Article X, Section D(1) allows twenty working days for the initiation of a Step One grievance. September 4 falls well within the twenty working day time frame for the initiation of a grievance contesting the August 21 contract. The District had actual knowledge of the dispute. The Association satisfied the technical requirements of the collective bargaining agreement. The grievance is timely.

The essence of the substantive dispute in this matter is whether or not the position, occupied by Ms. Nelson, falls within Article I, Recognition. On its face, that article is not ambiguous. It provides: "The bargaining unit shall include all certified teaching personnel. . ." It goes on to make broadly-stated inclusions, and include "classroom teachers", and exclusions which are narrow and specifically supervisory. The music teacher position has historically been included within the unit. During the period of time in which Ms. Hutchinson occupied the position, it was undeniably a bargaining unit position. On its face, Article I makes no distinction between a permanent on-going employe and a one-year substitute.

The Employer contends that Article I is ambiguous because of its prior noted practice. The Employer does not argue that the language is ambiguous on its face; rather, the Employer contends that due to the practice the language must be construed to be ambiguous. Typically, practice is used to interpret and/or clarify language which is on its face ambiguous. It is the rare case where an arbitrator construes clear and unambiguous language to be ambiguous through collateral evidence.

By all accounts, this was the first instance of a full-year substitute employed by the Elcho system. The practice relied upon by the District never extended to full-year substitutes. The District points to three prior incidents where it used long-term substitutes and applied the substitute policy conditions of employment. Those examples support the District's contention that it has established a practice relative to substitutes. However, none of those examples extend to full-year substitutes.

The District did not behave as if it was applying a clear, unambiguous practice or policy in hiring and compensating Ms. Nelson. I credit Ms. Nelson's version of the

August 1 interview conversation. 1/ I believe Twining pointed to the salary schedule of the contract as part of an explanation of Nelson's compensation. He further made note of contractually provided fringe benefits, that are not a part of substitute compensation.

1/ Her testimony was clear and persuasive. It was further corroborated by the only third party witness in the room, Ms. Hutchinson. Twining's testimony was confused and unpersuasive.

Nelson and Dr. Twining executed a contract for the 1996-1997 year. The format of the contract was in accordance with the collective bargaining agreement as were the benefits provided. The salary was in accordance with the District substitute policy. Ms. Nelson was subsequently paid extra duty pay for activities, seemingly in accordance with the collective bargaining agreement.

The District subsequently amended its substitute compensation policy. The amendments included a change in the *per diem* rates and a mileage provision. While it is at least arguable that Ms. Nelson's *per diem* days had passed prior to the effective date of the newly-implemented *per diem* rates, it can hardly be argued that the mileage provision ought not to have applied to her. She commuted 40 miles per day. The unilateral substitute mileage rate was applicable to those commuting 30 miles per day. I believe this to be noteworthy in that the District did not apply substitute policy to Ms. Nelson throughout the 1996-97 calendar academic year.

The District's application of its substitute policy toward Ms. Nelson was inconsistent and selective.

The Employer contends that this grievance should be denied because Ms. Nelson is not in the bargaining unit. The Employer claim in this regard begs the question. The basis of this claim assumes the grievant is not in the bargaining unit. In this voluntarily-recognized unit, Ms. Nelson's bargaining unit status is wholly dependent upon the meaning of the Recognition clause. It is the task of the Arbitrator to construe the meaning of the words of the contract.

I do not believe the existence of bargaining history has any consequence to this dispute. The Association has obviously tolerated one-semester substitutes as exceptions to its recognition clause. This is the first incident of a full-year substitute. Neither party made proposals to amend Article I until this dispute arose. The prior bargaining history has operated to do no more than to leave the unit as defined by Article I.

The District has relied upon prior decisions issued by the staff and commission of the WERC. There is no *per se* rule excluding all substitute teachers from certified bargaining units of teachers. Furthermore, Commission representation caselaw is largely irrelevant to this dispute. In certifying and clarifying bargaining units, the Commission examines appropriate unit questions and applies statutory criteria. This case does not seek an administrative application of the statutes. Rather, this Award seeks to interpret the meaning of the words negotiated by the parties. 2/

2/ MADISON METROPOLITAN SCHOOL DISTRICT, WERC DEC. NO. 14161-A, 1/7/77, which, among other concerns, notes the anti-fragmentation consequences of excluding temporary teachers.

I believe the District's reliance on the NEOSHO case is misplaced. That case is a grievance arbitration, issued by a colleague, which is entitled to consideration, but which is not binding in this dispute. The case is easily distinguishable. The recognition clause in NEOSHO was applicable to "all Non-supervisory teaching personnel (full-time and part-time) employed by Neosho State Graded School District No. 3. This does not include substitute teachers. . ." The exclusion of substitute teachers is a critical provision distinguishing this case from that. That language, which has no parallel in the Elcho contract, excludes substitute teachers from the coverage of the agreement.

Similarly, the recognition clause of the contract involved in the MOUNT HOREB dispute had an explicit exclusion of substitute teachers from the scope of the unit. While it is true that Examiner Fleischli concluded that there was no expectation of continuing employment in that matter, the contractual exclusion of substitute teachers from the unit played a role in that decision. In this dispute, the Employer contends that such an exclusion is implicit in the words used by these parties. I disagree.

The District contends that Nelson had no expectation of continued employment and should therefore be excluded from the bargaining unit as a temporary employe. The record is mixed on that question. The posting was ". . . for the 1996-1997 school year only. . ." The vacancy was created by a one-year leave of absence. However, Dr. Twining made an effort to imply that the appointment could be permanent. It was his testimony that, "I wasn't sure she (Hutchinson) was going to return after the year's leave of absence." (Tr. 124). Twining further testified that he told Nelson that Hutchinson may not be returning (Tr. 140); that he ". . . wanted to encourage them (candidates) to take an active interest to be, to accept the contract. . . (Tr. 140); that "I might have indicated there was a possibility of a permanent position." (Tr. 143). This record does not support an unequivocal finding of no reasonable expectation of continued employment. I believe that Twining attempted to create an expectation of continuing employment.

The Association is not bound by the agreement negotiated by Twining and Nelson. Prahl attended but did not assent to the bargain. To the contrary, he warned of a grievance to be filed.

In summary, I believe that the one-year substitute position falls squarely within the bargaining unit described in Article I. While the parties may have carved out a one-semester practice exception to that, that is not the question posed in this proceeding, nor is it addressed in this Award. I believe the position falls within the bargaining unit and is covered by its provisions. I therefore believe that the District violated the contract in its compensation of Ms. Nelson including its *per diem* payments for days 1-30, and its subsequent placement of her below her experience and education level. To the extent the individual agreement she executed with the District calls for fewer fringe benefits than are provided by the collective bargaining agreement, it is a nullity.

AWARD

The grievance is sustained.

REMEDY

The Board is directed to pay Ms. Nelson per the terms of its collective bargaining agreement for the year 1996-97.

Dated at the City of Madison, Wisconsin this 16th day of June, 1998.

William C. Houlihan /s/
William C. Houlihan, Arbitrator

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