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EDWARD B. KRINSKY, ARBITRATOR 2021 Chamberlain Avenue Madison, Wisconsin 53705 (608)257-4414 or 231-1898

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WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of Mediation/Arbitration Between Area Vocational, Technical and Adult Education/District No. 4

-and-

MATC Teachers' Union Local 243 AFT, WFT, AFL-CIO

On July 15, 1981, the undersigned was notified of his selection by the above-captioned parties as a mediator-arbitrator. The appointment was made directly by the parties, not through the Wisconsin Employment Relations Commission.

On August 7, 1981, the mediator-arbitrator met with the parties at Madison, Wisconsin for mediation. Although some issues were resolved and/or modified, no agreement was reached on all issues. At the conclusion of the mediation meeting, the parties agreed to submit their written final offers for arbitration by August 17th. They agreed further that they could make changes in those final offers until August 26th. Pursuant to that agreement, both parties submitted one final offer, but neither party subsequently amended its offer.

On September 14, 1981, the mediator-arbitrator conducted an arbitration hearing at which both parties were given the The District appeared by Donald D. Johnson, of Lee, Johnson, Kilkelly and Nichol, S.C.

The Union appeared by William Kalin and Steve Kowalsky, Representatives

opportunity to present evidence and testimony and make arguments. Prior to the start of the hearing the mediator-arbitrator encouraged the parties to make further modifications in their final offers, but neither party was willing to do so. At the conclusion of the hearing the parties agreed to file a post-hearing brief. The record was completed with an exchange by the arbitrator of the parties' post-hearing briefs on October 26, 1981.

The parties did not agree on specific standards for the mediatorarbitrator to use for his decision-making, and the mediatorarbitrator is thus basing his decision on the standards for mediator-arbitrators specified in the Municipal Employment Relations Act. Those standards are:

- 7. "Factors considered." In making any decision under the arbitration procedures authorized by this subsection, the mediator-arbitrator shall give weight 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 employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.

- e. The average consumer prices for goods and services, commonly known as the cost-of-living.
- f. The overall compensation presently received by the municipal employes, 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.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings
- h. 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, factfinding, arbitration or otherwise between the parties, in the public service or in private employment.

8. . . .

The final offers of each party are attached to this Award as Appendix A (Union final offer) and Appendix B (District final offer).

The parties reached a negotiated agreement in 1980 which took the form of a Consent Award, issued by mediator-arbitrator Kerkman on September 4, 1980. The resulting labor agreement contains a reopener, Article XI, Section E, as follows:

ARTICLE XI
RULES GOVERNING THIS AGREEMENT

Section E -- Reopening

1. At any time after March 15, 1981 and prior to April 1, 1981, either party may give written

notice of its intention to open negotiations for a new agreement on salaries, fringe benefits, and compensation for extra duties and/or expenses.

- 2. Negotiations for any agreements on the aforementioned items shall begin no later than May 1, 1981.
- 3. At any time after March 15, 1982 and prior to April 1, 1982, either party may give written notice of its intention to open negotiations for a new agreement.
- 4. Negotiations for subsequent agreements shall begin no later than May 1, 1982.

Pursuant to that reopener language, the parties attempted to negotiate a new agreement. It is their failure to conclude those negotiations which led to this mediation-arbitration.

Discussion

This dispute involves some 14 individual items. The mediatorarbitrator has numbered the items contained in the Union's final offer (Appendix A), and the discussion which follows relates to those numbered items.

Both parties agree on the other VTAE districts to which the Madison District should be compared, namely Milwaukee, Waukesha, and Gateway. The District would include Blackhawk as well, but neither party supplied very detailed information about Blackhawk with which to make relevant comparisons. Thus the mediator-arbitrator has used Milwaukee, Waukesha and Gateway for comparison purposes.

Prior to consideration of the parties' packages in their entirety, the mediator-arbitrator will analyze each of the items individually.

The parties are in complete agreement on item #10, the amount to be paid by the District for physical exams.

Item #1

For additional assignments the District offers an hourly rate of \$11.50. The Union offer is \$12.00. The comparisons show Milwaukee paying regular straight time pay, Waukesha paying \$12.00 and Gateway paying \$9.17. It is the mediator-arbitrator's view that these comparisons support either final offer, and this item will be considered as part of the entire economic package.

Item #2

For intermittent substitute teaching, the District offers \$11.50 per hour, while the Union offers \$12.00. The comparisons indicate that Milwaukee offers \$6 or \$8, Waukesha \$8.50 to \$10.50, and Gateway offers no extra compensation. In the mediatorarbitrator's view the District's offer on this item is closer to the comparison districts.

Item #3

This item deals with travel time, which the District offers to pay for at \$6.30 per hour, while the Union offers \$7.00.

The comparison data, presented by the District, shows Milwaukee

paying for lost preparation time only, Waukesha giving workload points, and Gateway paying \$6.00 per hour plus mileage. This information is not sufficient for a meaningful comparison to be made on this item, and thus this item will be considered as part of the entire economic package.

Item #4

The Union proposes that teachers who have used all sick leave, and who are on long term disability insurance, be considered as on unpaid sick leave and paid all benefits up to one year. The District proposes a continuation of the status quo, whereby such a teacher on long term disability insurance does not receive other benefits.

According to the comparison information gathered by the District, a provision such as requested by the Union exists at Waukesha, but not at Milwaukee or Gateway. Union witness Hellegers testified, however, that union sources at Milwaukee told him that Milwaukee pays benefits in such cases for six months after sick leave is exhausted although it is not in the labor agreement.

Since one and perhaps two of the three comparison districts provides this item, it is arguable that either of the offers is reasonable, but the mediator-arbitrator does not have sufficient information on which to base a conclusion. Therefore, this item will be considered as part of the economic package.

Item #5

The Union offer would have each teacher entitled to an additional day of leave per year, for personal reasons for which the teacher would not have to provide any explanation. The leave would be deducted from accumulated sick leave. The District offer would maintain the status quo whereby personal leave is discretionary with the District Director.

Comparisons show that Milwaukee and Waukesha have provisions for personal leave which go beyond that requested by the Union. Milwaukee has no set limit on the number of such days, to be deducted from sick leave, and Waukesha provides two such days. Gateway has a leave provision, introduced into the record by the Union, but its language is less than clear to the mediator-arbitrator concerning teacher entitlement to the type of leave being requested in the Union's offer.

The comparisons thus appear to support the Union's position on this item. The District argues that such a proposal is tantamount to another vacation day. While such leave could be misused as vacation, the fact remains that the comparison districts have such provisions, and there is no persuasive reason offered for the District's denial of such a provision. A teacher using such leave would do so knowing that he or she would thereby reduce the number of paid sick leave days available, and thus, in the mediator-arbitrator's opinion, would be

somewhat careful about using it.

Item #6

This item is a request by the Union for occupational leave.

It is now offered on a discretionary basis, and the District offers to continue the <u>status quo</u>. The Union provision would continue the discretionary basis for the leave, but would provide that the District pay the difference between the job salary and the teacher's regular contractual salary, and would mandate the District to pay full fringe benefits to the teacher while on such leave.

None of the comparison districts offers occupational leave with differential salary and full benefits as proposed by the Union. Union witnesses are undoubtedly correct that such a leave would improve the skills of teachers using such leave. The District opposes such leave on grounds of cost and it is also opposed to subsidizing private employers.

The District could control the costs involved by limiting the number of such leaves granted, and by only approving leaves that would not be so costly, but in the mediator-arbitrator's view such a provision might present difficulties in its administration. Notwithstanding these considerations, however, the mediator-arbitrator does not believe that this provision should be imposed on the District through arbitration where there is no showing that teachers in the District are disadvantaged in this respect in comprison to their colleagues in other

districts. The mediator-arbitrator believes, generally, that new benefits should be negotiated, not imposed, except where the employer is not keeping up with the type and level of benefits commonly given in like employment situations.

Item #7

The Union offer would add chiropractic coverage to the health insurance coverage. The District would maintain the present health coverage. None of the comparison districts provides chiropractic coverage. The mediator-arbitrator believes that such coverage should be negotiated, not imposed, as explained in the discussion of item #6. In addition, this offer by the Union is made at a time where the District has experienced significant increases in its health insurance costs, and it is not an appropriate time, in the mediator-arbitrator's view, to be adding additional coverage where there are not compelling arguments in favor of doing so.

Item #8

The Union seeks payment by the District of 100% of the premiums for dental insurance. The District offer continues the 90% payment now in effect. Comparisons show that Gateway pays 100% of dental costs, as does Waukesha, but for apparently limited coverage. Milwaukee does not provide dental insurance. Thus on this item the comparisons would suggest that the Union's position is justified.

Item #9

The Union seeks payment by the District of 100% of life insurance premiums, as opposed to the 90% now in effect which the District offers to continue. In addition, however, the Union would increase the coverage from its present level of current salary, to twice the current salary.

There is no support for the Union's proposal in the comparison districts. Comparisons do support payment of 100% by the District, but none of the comparison districts have coverage of twice the salary. All pay 100% of premiums, but Milwaukee and Gateway pay current salary coverage, and Waukesha provides 1.25% of current salary.

Item #11

The District offers to increase the mileage allowance to 22¢ per mile, while the Union offer is 24¢. The comparison districts pay 20¢, 20¢ and 21¢, according to the District.

Thus the comparisons on this item favor the District's position.

Item #12

The Union's offer contains a reopener clause which would change the one now in the agreement. The District would maintain the language of the agreement.

In their testimony and arguments neither party addressed this item, and thus the mediator-arbitrator does not view it as

significant nor as in any way determinative of the outcome of this dispute.

Item #13

The Union offer would advance the timetable by which federal project teachers' salaries are brought up to the level of regular teachers. The District offer would maintain the status quo, which is the agreement worked out between the parties in 1980 by mediator-arbitrator Kerkman.

Comparisons show that in Milwaukee and Waukesha project teachers are paid the same rate as regular teachers. At Gateway they are not part of the bargaining unit. The State VTAE "Remuneration Standards for Federal Projects," introduced by the Union as Union Exhibit #5, support the Union's position that federal project teachers should be paid at the same rate as regular teachers.

While the District does not deny the existence of the State

VTAE standard, it emphasizes that the current schedule for

phasing in these salaries was negotiated in 1980 by the parties.

The agreement made specific provision for phased increases

effective on July 1 of 1981, 1982, 1983, and 1984.

The District believes that having made that specific agreement, the Union should not now be allowed to alter that agreement through arbitration. It argues that allowing such a change

now would defeat the purpose of a long term agreement on such an item.

The Union argues that there is nothing in the Kerkman consent award which precludes reconsideration of this item, and nothing in the reopener clause which precludes such reconsideration. Union witnesses testified that they indicated to Kerkman their intent to change the schedule in subsequent contracts, but there is no evidence that such intent was ever communicated to the District by the Union or the mediatorarbitrator, and thus there is no evidence of mutual understanding on that point.

The mediator-arbitrator supports the District's position on this item. To do otherwise, in his view, would sanction collective bargaining behavior in which parties would gain from deviating from agreements they have previously negotiated. This would not be good for the bargaining process or for mutual trust between labor and management, and would make it much more difficult for labor and management to conclude long term agreements since they would not be able to depend on agreements made when they calculate present and future costs and benefits. The mediator-arbitrator is no more willing to support this proposal by the Union than he would be to support a similar employer proposal were there one made.

For example, if an employer paying 80% of health premiums in 1980 agreed in 1980 that in 1981 it would pay 90% and the following year 100%, would the Union stand still for the employer to come to the bargaining table in 1981, after making this agreement, and take the position that it had decided only to offer 85% in 1981 and 90% the next year? Changes of the kind proposed here by the Union should only be sanctioned, in the mediator-arbitrator's view, where there are circumstances which compel a reexamination of the prior agreement. Those circumstances do not exist in this case. The Union supports its arguments based on comparisons, state standards, and fairness, but all of these considerations were in place when the parties negotiated the phase-in agreement in 1980.

Item #14

The Union offers to increase each cell of the salary schedule by 9.95%, while the District proposes a 7.75% increase.

Comparisons at this time do not show one of these offers to be more appropriate than the other, since only one of the three comparison districts has settled. There is a suggestion that the Union's position may be more in line with comparisons since the one settlement is for 9.4% at Gateway. Milwaukee has made an 8% offer while the Union is asking for 10%. Waukesha has offered 8.25% while the Union is asking for 10%.

The salary offer cannot be considered in isolation, but like the other economic items must be considered as part of the total economic package. The District calculates its package offer to be 11.88%. The Union calculates the District's package to be 9.27% (Union Exhibit #12) or 9.38% (Union Exhibit #14). When the Union includes the cost of increased health insurance premiums it calculates the District's offer as 10.9%.

According to the Union, the Union's total package offer is 11.65% (Union Exhibit #12) or 11.90% (Union Exhibit #14), and if the health premium costs are included, 13.42%. The District calculates the Union's total package to be 14.67%.

If the District's figures are used for comparison purposes, i.e., 11.88% District offer and 14.47% Union offer, the District offer compares favorably with the settlement or offers in the comparison districts. According to Union sources the settlement at Gateway was 11.4% and the final offers by the Union at Milwaukee and Waukesha (and thus the highest possible outcomes) are 11.3% and 11.81% respectively.

If the Union's figures are used for comparison purposes, i.e., 9.38% District offer and 11.90% Union offer, then the Union's offer is higher than the Gateway settlement (11.4%) and higher than the Union offers in Milwaukee (11.3%) and

Waukesha (11.81%), and the District's offer is considerably lower than the Gateway settlement, almost equal to the Milwaukee district offer (9.3%) and below the Waukesha district offer (10.03%). These comparisons would tend to favor the Union's offer.

Another standard of comparison which must be considered according to the Municipal Employment Relations Act is the increase in the consumer price index for the year preceding the period covered by the reopener. The All-Cities index increased 10.7% from July, 1980 to July, 1981, and the index for metropolitan Milwaukee increased 13.5%. Using the District's calculations, its offer would be above the All-Cities increase, but below the Milwaukee area increase, while the Union's offer as calculated by the District would be above both index increases. Using the Union's figures, the District's offer is below both index increases, and the Union's offer is above the All-Cities index increase, but below the increase in the Milwaukee index.

The District makes further arguments that its final offer is within state cost control limits, but implementation of the Union's offer would cause the District to exceed cost controls. It argues also that its offer, if implemented, would maintain the District's relative salary position among VTAE districts, in third place behind Milwaukee and Waukesha.

The mediator-arbitrator has a difficult problem in this case because of the parties' disparate cost calculations. The mediator-arbitrator does not have an independent basis for assessing which of the calculations is more accurate, and the parties did not make efforts in the mediation-arbitration proceedings to resolve these differences. A decision on the appropriateness of economic offers is difficult at best where there is agreement on calculation methods. It is all the more difficult when the parties fail to agree, as in this case.

The arbitrator has also considered the other statutory decision-making criteria. There is no issue presented of the District's lawful authority. All stipulations of the parties have been considered. Neither party argues inability to pay, except insofar as the District argues that exceeding cost controls would impose a hardship. The mediator-arbitrator considered comparisons, cost of living, any changes in conditions during the arbitration brought to his attention, and other factors normally taken into account.

Having discussed the individual parts of the parties' offers, it is now the mediator-arbitrator's task to choose one of the offers in full for implementation. He is not empowered by the statute or any agreement of the parties to select parts of each offer.

The mediator-arbitrator is troubled by two aspects of the Union's offer. First is that the Union would have the mediator-arbitrator view this dispute solely in terms of economic costs without regard to the fact that some of the items which go into the costs are not justified on the basis of comparisons with other districts or justified on the basis of other statutory standards for the mediator-arbitrator's decision. Thus, for example, the Union's requests for occupational leave and chiropractic coverage cannot be justified based on comparisons with districts to which both parties agree they should compare themselves. As mentioned previously, the mediator-arbitrator believes that unless there are extenuating circumstances, substantive changes in benefits not already commonly in effect in comparison districts should be negotiated, not imposed through arbitration.

The second area of concern to the mediator-arbitrator is the Union's position on the Federal projects issue, described above at item. #13. In the opinion of the mediator-arbitrator, the "fairness" to these teachers which the Union argues justifies a faster increase in their salaries is outweighed by the "unfairness" to the District that would result from imposing through arbitration changes in an agreement voluntarily negotiated by the parties in 1980, where there has been no compelling change in circumstances to justify this change.

On other items, which favor one side or the other as described above, the items do not tip the balance in favor of one side or the other: substitute teaching (District), personal leave (Union), dental coverage (Union), life insurance (District), mileage allowance (District).

On salary offer and cost of total economic package, the data would seem to slightly favor the Union, but this is not clear cut since only one comparison district has settled and the other two districts are at the final offer stage, and it is also not clear whether the District or Union presents the most accurate cost calculations.

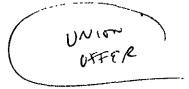
Given all of the facts discussed above, and being required to select one final offer in its entirety, and having taken into consideration each of the statutory standards, the mediator-arbitrator selects the District's offer. The mediator-arbitrator does not have a sound basis for questioning the legitimacy of the District's calculations, which therefore makes the District's economic offer a reasonable one and the District's offer is significantly more reasonable on the occupational leave, chiropractic coverage, and federal projects issue. The Union's economic offer, even if it proves to be somewhat more reasonable than the District's does not outweigh these other considerations, in the mediator-arbitrator's opinion.

The District's final offer is selected.

Dated this 20 day of November, 1981.

Edward B. Krinsky, Mediator-Arbitrator

MATC TEACHERS' UNION LOCAL 243 AFT, WFT, AFL-CIO 1981-82 CONTRACT CHANGES AUGUST 21, 1981



APPENDIX "A"

ARTICLE VI - WORKING CONDITIONS

- (p. 18) Section E School Day
 - 4. Additional Assignment

Change to:

- a. "Additional work days beyond the regular year shall be compensated at the rate of twelve __dollars (\$12.00 per hour. Such additional professional assignments shall be limited to research, curriculum studies, the writing of new courses and laboratory or classroom development."
- (p. 18) Section E School Day
 - 5. Substitute Teaching

Change to:

b. "Intermittent substitute teaching shall be compensated at the rate of twelve dollars (12.00) per actual period of such substitute instruction."

ARTICLE VI - WORKING CONDITIONS

(p. 21) Section F - Teaching Load and Class Size Extra Compensation for Travel Time Change to:

"When a contractual teacher is required to travel and to teach at a facility utilized by the District other than the one where he/she normally performs his/her teaching duties, he/she shall be compensated for such travel time at the rate of seven dollars (\$7.00) per allotted hour, or portion thereof, for each actual trip according to the following scale, in lieu of a reduction in teaching load:

| One Way | Travel Distance | Time Allotment |
|---------|-----------------|--------------------------------------|
| 0-12 | miles | None |
| 13-25 | miles | ½ hour (\$3.50) 3/4 hour (\$4.75) |
| 26-40 | miles | 3/4 hour (\$4.75) |
| 41-55 | miles | l hour (\$7.00) |
| 56-75 | miles | 1½ hours(\$10.50) |

This compensation shall be in addition to the mileage allowance. The foregoing provision shall not be applicable to visitations with students in the Agribusiness Division or to an instructor specifically employed to teach at a multiple teaching location who is required to travel within the District to fulfill his/her assignment."

ARTICLE VIII - LEAVES OF ABSENCE

(p. 34) Section B - Sick Leave (cont.)

Add:

"8. A teacher who has exhausted paid sick leave and qualifies for long term disability insurance, shall be considered on unpaid sick leave, and all benefits shall accrue for up to one year."

ARTICLE VIII - LEAVES OF ABSENCE

(p. 38) Section H - Personal Leave Substitute:

"d. Each teacher shall be entitled to one additional day of unexplained leave per ;ear. If possible, the teacher shall notify his/her supervisor 24 hours in advance. This leave shall be deducted from accumulated sick leave."

Change "d" to:

"e. Absences not covered by the above shall receive special action of the District Director.'

ARTICLE VIII - LEAVES OF ABSENCE

(p. 42) Section M - Occupational Leave

Change to:

- "2. The Board shall pay the teacher the difference between the job salary for 38 weeks of employment with the outside employer and the contractual salary of the teacher as an employee of the District. If the period of employment is less than 38 weeks, the payment from the District will be prorated accordingly."
- "3. The Board shall pay full fringe benefits for the duration of the leave with the outside employer."
- "4. The leave shall not exceed the period of one year, and the period of such leave shall be determined in writing prior to the granting of such leave."

Change "3" and "4" to:

- "5. The teacher shall be returned to his/her original position or its equivalent unless his/her added experience and training qualify him/her for a different classification. In such cases he/she shall be so placed, if an opening exists."
- "6. Job seniority and benefits shall accrue to the teacher during the period of the leave."

August 21, 1981

ARTICLE IX - SALARY AND TEACHER WELFARE

(p. 47) Section F - Fringe Benefits
1. Health Insurance

Change to:

"a. The Roard shall pay the full cost of hospital-surgical, major medical, and chiropractic insurance.

(p. 47) 2. Dental Insurance Change to:

"The Board shall contract with the Wisconsin Physicians' Service to provide a dental coverage program (Elective II WPS 201). The Board shall pay one hundred per cent (100%) of the premium for family coverage or single person coverage for teachers without dependents."

(p. 47) 3. Life Insurance

Change to:

"The Board shall participate in and pay 100% of the total cost of group life insurance for teachers. The Board shall exercise its option to provide 75% paid up life insurance at age 65 and 50% paid up life insurance at age 66 and after. The amount of insurance coverage shall be equal to twice the teacher's current annual salary."

(p. 48) 5. Physical Examinations
Change to:

"b. Any teacher may have the required physical examination and/or x-ray or tuberculin tests performed by a physician of his/her own choice. If he/she chooses, the Board shall pay up to \$25.00 toward the cost of such examination."

ARTICLE IX - SALARY AND FRINGE BENEFITS (cont.)

(p. 49) Section G - Authorized School Business and/or Travel
"1. Any teacher designated and/or authorized by the
Board, the Director or other designated supervisor
to represent or conduct school business for Area
Vocational, Technical and Adult Education District
No. 4 which requires travel shall be compensated for
his/her expenses as follows:"
Change to:

"a. Transportation

- "(1) Mileage shall be reimbursed at the rate of 24¢ per mile from July 1, 1981 to June 30, 1982."
- "3. For travel between buildings within the Madison complex, teachers shall be paid a total of $\frac{$4.00}{}$ per round trip or $\frac{$2.00}{}$ per one way trip."

ARTICLE XI - RULES GOVERNING THIS AGREEMENT

- (p. 51) Section E -Reopening
 - "1. At any time after March 15, 1982 and prior to April 1, 1982, either party may give written notice of its intention to open negotiations for a new agreement on salaries, fringe benefits, and compensation for extra duties and/or expenses."
 - "2. Negotiations for any agreements on the aforementioned items shall begin no later than May 1, 1982."
 - "3. At any time after <u>March 15, 1983</u> and prior to <u>April 1, 1983</u>, either party may give written notice of its intention to open negotiations for a new agreement."
 - "4. Negotiations for subsequent agreements shall begin no later than May 1, 1983."

(13)

APPENDIX I

FEDERAL PROJECT TEACHERS

July 1, 1982."

(p. 75) Change to:

B. Effective July 1, 1981, teachers covered under the schedule set forth in paragraph A shall be paid an additional 50% of the difference between those salari and the salary set forth at Appendix D of the Agreement as they are established effective July 1, 1981."

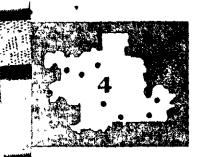
'C. Effective July 1, 1982, teachers covered by the schedule set forth in paragraph' A above are to be placed on the salary schedule found at Appendix D of the Agreement as they are established effective

"The foregoing items are to be incorporated into the Collective Bargaining Agreement between the parties which became effective July 1, 1979, and remains in full force and effect through <u>June 30, 1982."</u>



SALARY PROPOSAL

Each cell on the 1981-82 salary schedule shall be increased by 9.95% from the 1980-81 salary schedule.

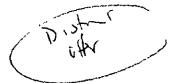


AREA VOCATIONAL, TECHNICAL and ADULT EDUCATION/DISTRICT No. 4

211 North Carroll Street, Madison, Wisconsin 53703

NORMAN P. MITBY, District Director

608/266~5050



August 26, 1981

APPENDIX "B"

Mr. Edward B. Krinsky 2021 Chamberlain Avenue Madison, WI 53705

Mr. Edward Hellegers, President MATC Teachers' Union, Local 243 211 North Carroll Street Madison, WI 53703

Dear Messrs. Krinsky and Hellegers:

The following is the Final Offer of the Area Board of Vocational, Technical, and Adult Education District No. 4:

- 1. A salary package increase of 11.88%. This generates a 7.75% salary schedule increase. A copy of all of the computations are annexed hereto as Exhibit A.
- 2. Article VI, Section E (page 18) School Day: Additional Assignment.

 Increase compensation to \$11.50.
- 3. Article VI, Section E (page 18) School Day: Substitute Teaching.

 Increase compensation to \$11.50.
- 4. Article VI, Section F, (page 21) Working Conditions: Extra Compensation for Travel Time.

...he/she shall be compensated for such travel time at the rate of Six Dollars Thirty Cents (\$6.30) per allotted hour or portion thereof, for each actual trip according to the following scale, in lieu of a reduction in teaching load.

| One Way Travel Distance | Time Allotment | | | |
|-------------------------|-------------------|--|--|--|
| 0-12 miles | None | | | |
| 13-25 miles | 1/2 hour (\$3.15) | | | |
| 26-40 miles | 3/4 hour (\$4.75) | | | |
| 41-55 miles | 1 hour (\$6.30) | | | |
| 56-75 miles | 1½ hours (\$9.45) | | | |

5. Article IX, Section F (page 48) - Salary and Teacher Welfare. 10. Physical Examinations.

The Board agrees to pay the cost of the required physical exam not to exceed \$25.00.

AREA BOARD OF VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT NO 4

Marvin E Brickson, Chairman James B Haster

James B. Hasler, Vice Chairman

Genevieve Sancroft, Secretary

Gerald E Thomas, Treasurer

Donald W Fry

Barbara L Nichols

Glenn A Davison

- 6. Article IX, Section G (page 48) Salary and Fringe Benefits.
 - a. (1) Mileage shall be reimbursed at the rate of 22¢ per mile.
- 7. Article IX, Section G (page 49) Salaries and Fringe Benefits.
 - 3. For travel between buildings within the Madison complex, teachers shall be paid a total of \$4.00 per round trip or \$3.00 per one way trip.

Very truly yours,

Norman P. Mitby

Donald D. Jøhnson

Negotiators for the Area Board of Vocational, Technical and Adult Education District No. 4

cc: William Kalin

Area Vocational Technical and a bult Education District to 4 District : Fund offer - 11.879 Package FY1981-82

| | | | 73/4% | |
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| Julouer | 7152486 | 148947 | 566,093 | 715035 |
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| yncome Production | 51315 | 11193 | 4534 | 5'7'2 |
| i Idealth Commance | 351129 | 135093 | | 135093 |
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| Percent | 100.0 | 40166 | 7,5422 | 11.558 |
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| Jalouer | 010826 | 28614 | 22214 | 20878 |
| Retirement | 29929 | 3033 | a554 | 22 &- |
| Social Security | 16601 | 2243 | 14.84 | 402 |
| 211 | 1806 | | 155 | 355 |
| Cycone Protection | 2067 | 200 | 118 | 407 |
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