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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

OCT 17 1984

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of a Dispute Between:

BLACKHAWK BOARD OF VOCATIONAL,
TECHNICAL, AND ADULT EDUCATION

VOLUNTARY IMPASSE PROCEDURE

and

Sherwood Malamud
Arbitrator

BLACKHAWK TEACHERS FEDERATION,
LOCAL 2308, WFT, AFL-CIO

Appearances:

Mulcahy & Wherry, S.C., by Mr. John T. Coughlin, 131 West Wilson Street, Madison, Wisconsin, appearing on behalf of the Employer.

Mr. Steve Kowalsky, Representative, Wisconsin Federation of Teachers, 2021 Atwood Avenue, Madison, Wisconsin, appearing on behalf of the Union.

JURISDICTION OF ARBITRATOR

On February 28, 1984, Blackhawk Teachers Federation, Local 2308, WFT, AFL-CIO, hereinafter the Union, notified Sherwood Malamud that the Union and the Blackhawk Board of Vocational, Technical and Adult Education, hereinafter the Employer or the District, had selected him to determine an interest arbitration dispute. The selection of the Arbitrator was made pursuant to a Voluntary Impasse Procedure established pursuant to Sec. 111.70(4)(cm)5 of the Municipal Employment Relations Act. The terms of the Voluntary Impasse procedure as communicated to the Arbitrator on March 30, 1984, are as follows:

- "1. That there would only be one exchange of final offers that would occur on Friday, March 30, 1984, and that there would be no further amendments to those offers unless both parties voluntarily agreed to settle the matter in its entirety;
2. That your interest arbitration decision would be final and binding on both of the parties;
3. That the arbitrator would choose in its entirety either the final offer of the Employer or that of the Federation of Teachers as the basis of his award;
4. That the factors considered by the Arbitrator in rendering his decision would be those listed in Sec. 111.70(4)(cm)7 of the Wisconsin Statutes;
5. That the parties will proceed directly into the interest arbitration hearing on April 30, 1984, and that no mediation would occur prior to that time."

Hearing in the matter was held on April 30, 1984, at the main campus of the Blackhawk VTAE in Janesville, Wisconsin. The Union and the Employer exchanged briefs and reply briefs through the Arbitrator by July 23, 1984.

SUMMARY OF THE ISSUES

The purpose of the Voluntary Impasse Procedure is to provide the means for the resolution of the following issues, which were joined by the parties through the single exchange of their final offers and which were received by

the Arbitrator on April 2, 1984. (The final offers of the parties are attached hereto and marked as Exhibit A and B, respectively.) At the hearing, the parties entered into several stipulations which materially narrowed the issues in dispute. (The text of the agreed upon stipulations, as reflected in the Arbitrator's notes, are set forth in Exhibit C which is attached hereto.)

The issues in dispute are as follows:

1. COMPARABLES.

Employer's Position

When determining the economic issues in this dispute, the Employer suggests that the comparable districts are as follows: Fox Valley, Northeast, Western, Eau Claire, Indianhead, Moraine Park, North Central, Lakeshore, Mid-State, and Southwest.

When determining the workload issue, the Employer suggests that all 15 of the Vocational Districts be used by the Arbitrator as a basis for comparison, and they are: Milwaukee, Madison, Gateway and Waukesha, as well as the 11 districts listed above. (The Nicolet District was not included by the Employer as a comparable because of its non-union status and its small size.)

Union's Position

The Union suggests that the comparable VTAE districts to Blackhawk are: Waukesha, Gateway, Fox Valley, Moraine Park, Northeast and Madison. The Union suggests that the remaining Vocational Districts, with the exclusion of Milwaukee, be used as a secondary set of comparables.

2. DURATION AND SALARY SCHEDULE.

Employer's Position

The Employer proposes a one-year agreement for 1983-84.

Union's Position

The Union proposes a two-year agreement for the 1983-84 school year and the 1984-85 school year.

The Union and the Employer have submitted identical proposals for the salary schedule for 1983-84.

The Union proposes that the salary schedule for 1984-85 reflect an increase at each cell of the 1983-84 salary schedule of 5-1/2 percent.

3. WORKLOAD

Employer's Position

The Employer proposes that Article 6, Section E--Teaching Load, be revised as follows:

3. Workload Scale:

Total Annual Point Load x Annual Salary = Total Annual Salary
210 Points

Total Salary - Annual Salary = Excess Payment Due

The Employer proposes to revise Article I--RECOGNITION AND SCOPE as part of its Workload Proposal. That article, as revised by the Employer, reads as follows:

Article I--RECOGNITION AND SCOPE.

Section D--Definition of Full-Time and Regular Part-Time Instructional Staff:

Full-Time Instructional Staff--Instructional staff who teach full-time, in State-designated programs, shall be defined as those whose scheduled total point load for the school year (38 weeks) is 105 or more points. It is the intention of the parties that the average full-time workload be governed by Article VI of this Agreement.

Full-Time Instructional Staff Hired for Less Than a Contract Year--An instructional staff member employed for less than a full contract year (38 weeks) who does not qualify as full-time as defined above shall be considered full-time for the balance of the contract year if the program is expected to continue (that is: the position would normally generate 105-210 points per contract year) the following year.

Regular Part-Time Instructional Staff--Instructional staff who teach part-time, in State-designated programs, shall be defined as those whose scheduled total point load for the school year (38 weeks) is 104 points or less.

Full-Time Non-Instructional Staff--Full-time non-instructional staff are defined as certified counselors, librarians and media specialists who are employed 666 hours or more per contract year (38 weeks).

Union's Position

The Union proposes that the present contract language contained in the 1982-83 Agreement on workload and on definition of full-time and regular part-time instructional staff be retained in its present form in a successor Agreement. The portion of the workload language at issue and included in the 1982-83 Agreement reads as follows:

Article VI, Section E--Teaching Load.

3. Work Load Scale.

Work load will be based on rating points as indicated for each class taught in the District and as shown on Addendum "A" attached to this Agreement and entitled "Teaching Assignment Schedule." Load will be determined as equitable as possible between 90 and 105 points per semester, with efforts made to keep assignments as close to 100 points as possible. In no case shall the work load exceed 105 points per semester except where a teacher, individually or formally, agrees to exceed the 105 point figure, and such teacher shall receive additional compensation therefore prorated according to his or her salary schedule as set forth herein if the average of the first and second semester exceeds 210 points, based on a full load of 105 points. It is the intention of the parties that the average work load is intended to be 200 points per year. Parties agree that the language to be added to the Agreement shall be in accordance with the formula determined by the WERC for payment of load over 200 points per year resulting from arbitration of the issue by the WERC.

The 1982-83 Agreement contains the following language at Article I, Section D, which the Union proposes to retain in a successor Agreement:

Section D--Definition of Full-Time and Regular Part-Time Instructional Staff.

Full-Time Instructional Staff--Instructional staff who teach full-time, in State-designated programs, shall be defined as those whose scheduled total point load for the school year (38 weeks) is 101 or more points.

It is the intention of the parties that the average workload is intended to be 200 points per year. The parties agree that a load of 201 points or more per year will be subject to additional payment according to a formula determined by the WERC as a result of arbitration of the issue by the WERC.

Full-Time Instructional Staff Hired for Less Than a Contract Year--An instructional staff member employed for less than a full contract year (38 weeks) who does not qualify as full-time as defined above shall be considered full-time for the balance of the contract year if the program is expected to continue (that is: the position would normally generate 101-200 points per contract year) the following year.

Regular Part-Time Instructional Staff--Instructional staff who teach part-time, in State-designated programs, shall be defined as those whose scheduled total point load for the school year (38 weeks) is 100 points or less.

Full-Time Non-Instructional Staff--Full-time non-instructional staff are defined as certified counselors, librarians and media specialists who are employed 666 hours or more per contract year (38 weeks).

CRITERIA UPON WHICH AWARD IS TO BE BASED

The Union and the Employer provided in their Voluntary Impasse Procedure that this dispute be resolved in accordance with the statutory criteria to be used by mediator-arbitrators in the determination of interest arbitration disputes, these statutory criteria are set forth at Sec. 111.70(4)(cm)7a-h, which provides as follows:

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, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

POSITIONS OF THE PARTIES

Position of the Employer:

As noted above, the Employer argues that different sets of comparables should be used in the analysis of the two central issues in this case. The districts proposed by the Employer as comparables on the economic issues in this matter contain pupil populations, receive state aids, and have tax levies which are roughly similar in size to that of Blackhawk. The Employer emphasizes, however, that even among the 11 vocational districts it lists (including Blackhawk), Blackhawk ranks ninth in pupil size at 2,105 students of the 11 districts. Fox Valley, with 4,942 students, is more than double the size of Blackhawk. The District cites the decision of Arbitrator Gilroy in Western Vocational, Technical and Adult Education District No. 2, (16365) 5/78, for the proposition that the Milwaukee, Madison and Waukesha VTAE districts be excluded from the pool of comparables for the other 12 VTAE districts. The District notes that Arbitrator Zeidler found Milwaukee and Madison to be the most comparable districts to one another. Zeidler also concluded that Gateway and Waukesha were the most comparable districts to one another. In this regard, the Employer cites Zeidler's decision in Gateway Vocational, Technical and Adult Education District, (17168) 1/80. Furthermore, the District notes that Arbitrator Yaffe in Milwaukee Area Vocational, Technical and Adult Education District, (21059) 4/84, found that Milwaukee, Madison, Waukesha and Gateway are the most comparable districts to one another. The Employer argues that these arbitrators determined the comparability of the above-noted districts based on their size and unique characteristics. Therefore, the Employer concludes that Milwaukee, Madison, Waukesha and Gateway, which have been found to be comparable to one another, are inappropriate for use as comparables to Blackhawk.

The Employer argues that on the workload issue, which is non-economic in character, all 15 VTAE districts should be used as comparables, inasmuch as all these districts share the same mission regardless of their economic resources and size.

The Employer suggests in its brief that the Arbitrator refrain from the traditional issue-by-issue analysis used by interest arbitrators. Rather, the Employer suggests that the Arbitrator should consider the total packages of the Union and the District in their entirety in reaching his decision as to whether to select the final offer of the Employer or the Union.

The Employer objects to the Union's two-year proposal, because the economic demand contained therein is higher than the settlements achieved in the other comparable districts in each of the two years. Despite this high wage demand, the Employer emphasizes that the Union's proposal provides no relief from the demonstrable problems attendant to the workload formula contained in the parties' expired Agreement. The Employer cites, with approval, the observation made by Arbitrator Petrie in Whitewater Unified School District, (29805) 3/84, wherein he stated that the mission of the interest arbitrator is to act as an extension of the collective bargaining process. The interest arbitrator should attempt to place the parties in the same position they would be in had they been able to reach a voluntary agreement.

The Employer asserts that it made its one-year proposal at a level much above the average total compensation package of the comparable districts in order to obtain relief through minor modifications to the workload formula. The Employer emphasizes that the 8.62 percent total compensation package is the second highest among all the VTAE districts for the 1983-84 school year. Furthermore, in terms of the increase paid to each teacher as a result of this total compensation package, the average paid by the ten comparable districts is \$2,183 per teacher, for a 7.4 percent increase. The Blackhawk total

compensation package represents an increase of \$2,582 per teacher, for an 8.62 percent increase. The District's proposal provides \$399 more than the average paid by the ten most comparable districts for the 1983-84 school year. The District notes that its wages-only proposal is 7.37 percent, whereas the wages-only settlements in the ten most comparable districts for 1983-84 is 7.32 percent. The large difference referred to above in total compensation is attributable solely to the large 32 percent increase in health and dental insurance costs suffered by the District for 1983-84. Under the Agreement, the District bears the full brunt of such an increase. For, it pays the full premium for health and dental insurance for its teachers.

The District objects to the two-year proposal of the Union, because should the District sustain another large increase in the cost of health and dental insurance for 1984-85, its total compensation to its teachers will again be far above the average paid by the other comparable districts. Under its one-year proposal, the District is able to bargain and to achieve full recognition for the monetary value of its full payment of the health and dental insurance premiums for its teachers.

The District states the following objections to the current workload language contained in the 1982-83 Agreement:

1. A teacher may work 51 percent of a normal load and be considered and treated as a full-time teacher. The Employer proposal slightly increases the minimum load for purposes of the definition of a full-time teacher by increasing the point load from 101 to 105 points for the entire school year. The contract establishes that the optimum workload is 100 points per semester, or 200 points for the 38-week school year. The Employer argues that it is not equitable for a teacher who works slightly over 50 percent of a normal full-time workload to receive full salary. Similarly, many teachers receive full pay when they have a workload of 170 points, or only 85 percent, of a full load.

2. The Employer argues that the workload provision presently in the Agreement is internally inconsistent. While on the one hand it establishes the range for a full workload at between 90 to 105 points per semester, or 180 to 210 points for a full school year, on the other hand overload pay is incurred for all points in excess of 200 for the school year. The District asserts that the payment of overload for all points in excess of 200 is particularly a problem in scheduling teachers with a full load. Under the point system of the District, a lecture class which meets three days per week is valued at 15 points. Thus, six lecture classes are 90 points. A seventh class, which would raise the point total to 105 points per semester if projected over the school year, would expose the District to paying for an overload.

3. The Employer points to the comparable VTAE districts and notes that they have much greater flexibility in assigning teachers, because, for the most part, overload is not paid for all points in excess of 200. In other words, in the comparable districts, there is a margin or range for a normal load. Point totals which fall within that range are not subject to overload pay in the comparable districts. In the summary chart below, which is reproduced from page 30 of the Employer's brief, is the Employer's summary of the kinds of provisions which appear in the agreements of the 15 VTAE districts of the state.

The Employer argues, as well, that its proposal does not penalize teachers who are in an underload situation the way some of the comparable districts do in their workload provisions. Overload pay under the Employer's proposal herein is established at over 210 points. The range of a normal workload is increased slightly from 90 to 95-105 points per semester, or 190-210 points for an entire school year.

4. The Employer argues strenuously that it needs greater flexibility in assigning its teachers. Under the present contractual provision, the District cannot assign a teacher a point total of in excess of 105 points without his/her consent. This assignment of over 105 points cannot even be made if it is to rectify a serious underload situation which may have occurred in the

Summary of Workload Clauses

| | <u>Flexibility in Balancing Workload</u> | <u>"Full- Time" Workload Range</u> | <u>Overload Pay Level</u> |
|-----------------|--|--|---|
| Blackhawk Board | 2 semesters | 105 pts 95-105pts/sem | 210 pts (105%) |
| Federation | None | 101 pts 90-105pts/sem | 200 pts (100%) |
| Circuit Teacher | No measured workload provision | --- | --- |
| Eau Claire | 2 semesters | not specified | 105% |
| Fox Valley | No measured workload provision | --- | --- |
| Gateway | 2 semesters | 95-105%/sem 190-210%/yr | 210% |
| Indianhead | No measured workload | --- | --- |
| Lakeshore | 2 semesters | 90-104% | 104% |
| Madison | No measured workload provision | --- | --- |
| Midstate | 2 semesters | not specified | not specified |
| Milwaukee | 3 semesters | 90-108% | 103% for 3 or more consecutive semesters |
| Moraine Park | 1 semester | 95-105% | 105% |
| North Central | not specified | 92-108% | 108% |
| North East | 2 semesters | not specified | 115% |
| Southwest | 2 semesters | 105% | 105% |
| Waukesha | 2 semesters | 76-80pts/yr (100-105%) | 80 pts (105%) |
| Western | 3 quarters | 72-75hrs/yr | 72 hrs |

other semester of the school year. The scope of the problem is demonstrated, according to the District, by the fact that 52 percent, or 37 teachers, had workloads of below 200 points. The Employer's proposal safeguards teachers from excessive overloads, in that a teacher must consent to additional assignments which will bring a teacher's point total to more than 130 points in a semester. The Employer points to testimony which it elicited at the hearing concerning one teacher who refused to take an overload. As a result, there was a ripple effect in an entire program. The Employer had to reschedule several other classes in order to adjust to the teacher's refusal to take an overload in excess of 105 points. Furthermore, because of the 105-point limit placed on the District, it must employ many more part-time teachers. The Employer concedes that, for the most part, teachers have cooperated with the District in accepting overloads. Nonetheless, should teachers decide to withhold their consent, the District is exposed to a substantial scheduling risk which its proposal prevents while, at the same time, protects the teachers, as well. The Employer notes that the net impact of its workload proposal is to provide the equivalent of one additional contact hour per week for a select number of teachers. The Employer concludes that its workload proposal is preferable to the provision contained in the present agreement. The Employer urges the Arbitrator to select the District's final offer for inclusion in a successor Agreement.

Position of the Union:

The Union asserts that the comparable districts to Blackhawk are Fox Valley, Gateway, Madison, Moraine Park, Northeast and Waukesha. In this regard, the Union notes that Arbitrator Ziedler, Gunderman and Yaffe all found the above districts comparable to Blackhawk. The Union cites decisions of these arbitrators, respectively, in Gateway VTAE, (17168) 1/80; Waukesha VTAE, (18804) 1/82; and Waukesha VTAE, (19868) 5/83. The Union argues that the Madison VTAE should be included in the primary set of comparables, because it is contiguous to the Blackhawk District. The Union asserts that the secondary group of comparables should be the remaining VTAE districts in the state with the exception of Milwaukee (the Union does not include Nicolet VTAE either in any of its discussions).

The Union argues that in making comparisons between the salary schedules of the comparable VTAE districts, it is most appropriate to focus on the percentage increase at each cell of the teacher salary schedule. The Union asserts that in 1983-84, the pattern of settlement established is a 5.5 percent per cell increase among the comparable VTAE districts. Furthermore, in 1984-85 in all but a few districts, the pattern of settlement reflects a 5.5 percent increase at each cell of the teacher salary schedule, as well. The Union notes that this percentage of increase in each cell of the salary schedule was used as the determining factor by Arbitrator Yaffe in his recent decision in Milwaukee Area Technical College, (21059-A) 4/84; and in Grenig's decision in Madison Area Technical College, (21178-B) 3/84.

The Union argues strenuously that its economic proposal is preferable to that of the District's, because it is a two-year rather than a one-year offer. The Union notes that for the 1981-82 Agreement, no settlement was reached until July, 1982. Similarly, for the 1982-83 Agreement, no settlement was reached until January, 1983. As a result, the employees had to pay for the increase in the cost of the health insurance premiums during the hiatus or pendency of negotiations on a 1982-83 Agreement. Here, for the 1983-84 Agreement, the teachers will be without a contract for the entire school year. If the Employer should prevail, the teachers will have no agreement for the 1984-85 school year, as well. Furthermore, 12 of the 15 VTAE districts have agreed to two-year collective bargaining contracts spanning the 1983-84 and 1984-85 school years.

On the workload issue, the Union notes that the present workload formula provides teachers with extra pay for extra work. A teacher with a 210-point overload receives 5 percent extra pay. The Union views the Employer's proposal as an attempt at a speed-up or as an attempt to impose a take-away. The Union notes that under the Employer's proposal, overload is paid only for points over 210, and that the divisor is 210 rather than 200 points. As a result of using the higher number as the divisor, the pay for each point of

overload in excess of 210 is thereby reduced when compared to the present formula, which uses 200 points as the divisor. Furthermore, the Employer's proposal redefines and raises the point total which constitutes a normal workload from 200 to 210 points, this the Union notes is one other ramification of the Employer's proposal.

The Union argues that the comparables do not support the Employer's proposal. Although the Union concedes that the workload-overload formula is equal or better than those formulae included in the agreements of the comparable districts, the Union asserts that there are countervailing elements in the workload formula which justify the retention of the present workload formula in a successor agreement. The Union asserts that in Blackhawk there is no reimbursement provided for an excessive number of preparations and that it takes 20 contact periods to reach an overload situation in Blackhawk, whereas 17 to 19 contact periods is usually the point at which an overload situation is reached in comparable districts. The Union notes further than in Blackhawk, a teaching period is 53 minutes in length, while at all other districts the teaching period is 50 minutes in length. Simply as a result of the longer teaching period, the Blackhawk teacher teaches an extra hour per week.

The Union argues that the District's proposal to alter the formula used for calculating the amount of overload pay by increasing the divisor from 200 to 210 points is not supported by the comparables. In the comparable districts, once overload kicks in, overload pay is calculated on the basis of the equivalent to the Blackhawk 200-point normal load.

The Union dismisses the Employer's claim for additional flexibility. At best, the Union asserts that the Employer was only able to come up with one or two examples to present at the hearing where the Employer had any difficulty in scheduling as a result of the 105-point semester workload limit imposed in the present agreement. The Union argues that in that case, the problem was not with the workload formula, but with the fact that had the teacher agreed to teach the requested class, his work day would have exceeded the eight hours provided for elsewhere in the Agreement.

The Union argues that overload cost the district in 1982-83 \$35,308. If the District had hired a full-time teacher to teach the equivalent overload points, it would have cost the District \$43,000 to hire 1.45 full-time staff to teach this same overload.

The Union notes that with regard to the cost-of-living criterion specified in sec. 111.70(4)(cm)7, which criterion is to be used by the Arbitrator in selecting the final offer of the Union or the Employer, this criterion supports the position of the Union. It notes that the cost of living has increased on an annualized basis from 2.3 to 4.7 percent.

With regard to the criterion of total compensation and comparing the total compensation of Blackhawk to other districts, the Union notes that there is hardly any difference among the 15 VTAE districts with regard to the amount of employer contribution made on behalf of teachers for health and dental insurance. The other districts either pay the full premium as the Blackhawk District does, or they pay 95 percent of the premium for this benefit.

The Union argues, as well, that the Employer workload formula will reduce costs by \$22,000 and thus bring its total economic package in line with other settlements achieved during the 1983-84 school year. But, the Union concludes, the Arbitrator should note this savings is achieved through a take-away. The Union has demonstrated here that the Employer's workload formula is flawed. The Union concludes that its two-year proposal is preferable to that of the one-year proposal of the District. The Union urges the Arbitrator to select its final offer for inclusion in a successor Agreement.

DISCUSSION

The Employer's argument concerning the method of analysis to be used by the Arbitrator in reaching his decision make some prefatory remarks appropriate here. The Employer urges the Arbitrator to judge the two final offers in their totality. It urges the Arbitrator to refrain from viewing each major element of the final offers and then reaching a conclusion as to the preferable offer on the basis of the analysis of the individual parts of the parties' final offers.

The Employer's suggestion as to the method of analysis to be used here is difficult to achieve. In fact, from the detailed summary of the parties' arguments, it is apparent that both the Employer and the Union provided the Arbitrator with an issue-by-issue analysis of the elements of their proposals.

The Arbitrator has reached his decision, after reviewing the parts of the parties' offers. That method of analysis is reflected in the discussion below. Naturally, the Arbitrator considered the totality of each offer before making his selection of the final offer of the Union or the Employer for inclusion in a successor Agreement.

The Arbitrator now turns to consider the threshold issue in an interest arbitration dispute, which is: To what other employers is it appropriate to compare this employer.

COMPARABLES

In mediator-arbitrator decisions concerning districts other than Blackhawk, namely, Arbitrator Ziedler's decision in Gateway, (17168) 1/80, and Arbitrators Gunderman and Yaffe decisions in Waukesha, (18804) 1/82 and (19868) 5/83, found that the industrialized and urbanized character of Fox Valley, Moraine Park, Northeast and Gateway are comparable to Blackhawk. Ziedler, in his decision, noted that Waukesha and Gateway were the most comparable districts.

The relative small size of the Blackhawk pupil population and the relatively small size of its total tax levy,¹ On that basis the arbitrator concludes that it is appropriate to use the larger group of ten VTAE districts as the basis for comparison on the issues in dispute herein. The decision of the Arbitrator is buttressed by the fact that the student population of Blackhawk ranks thirteenth out of the 15 VTAE districts. It is for that reason that the Arbitrator has not used Waukesha with a pupil population of 4,210, Madison with a pupil population of 7,400, which are two to three times the size of Blackhawk's pupil population of 2,105.

Although the pupil population of Gateway is 5,060, it is a district which is contiguous to Blackhawk and which shares some of the urban/rural characteristics of the Blackhawk District. In addition, Gateway serves two principal cities, that of Racine and Kenosha. Blackhawk serves two principal cities as well, that of Janesville and Beloit. Based on the above, the Arbitrator, contrary to the argument of the Employer, finds that Gateway should be included with the ten other districts noted above as a comparable in this case. For purposes of analysis, the Arbitrator has used the following eleven districts as those comparable to Blackhawk: Gateway, Fox Valley, Northeast, Western, Eau Claire, Indianhead, Moraine Park, North Central, Lakeshore, Mid-State, and Southwest.

¹Blackhawk's total tax levy for 1983-84 is the lowest of the 15 VTAE districts. Only Southwest, Lakeshore and Mid-State have levies which approach that of Blackhawk's. Blackhawk's tax levy is \$4,613,415; Southwest \$4,791,864; Mid-State \$5,225,539; Lakeshore \$5,439,565. Source: Union Exhibit #6.

The Arbitrator does not agree with the argument presented by the Employer that one list of comparables is appropriate to use for purposes of analysis of the economic issues in this case, while another set of comparables is appropriate for use in discussing the workload issue. Even though the mission of all the VTAE districts is the same, that factor alone does not provide a sufficient basis for using a different set of comparables. Inherent to the determination of comparability is the notion that it is appropriate to compare the wages, hours and conditions of employment of one comparable employer to that of another or other comparable employers.

With the list of comparables identified, the Arbitrator now turns to discuss the two major issues in dispute in this case.

DURATION AND THE SALARY SCHEDULE

The Union proposes a two-year agreement. One with an effective date of July 1, 1983, and a termination date of June 30, 1985.

The Employer proposes a one-year agreement.

Both the District and the Union propose the same wage and benefit package for the 1983-84 school year, although the reasons underlying the proposal of each reveal the basic difference in the positions of the parties. From its point of view, the Employer has offered the same monetary package proposed by the Union for the 1983-84 school year, because it seeks through its higher proposal to justify the modifications which it seeks in the contractual workload language.

For its part, the Union asserts that for the 1983-84 school year, the 5.5 percent increase in each cell of the salary schedule is the pattern of settlement throughout the VTAE system. Similarly, the provision in the predecessor agreement for the Employer pick-up of the full cost of the health and dental insurance premiums and the continuation of that benefit into the 1983-84 agreement is one that is similar to all other districts of the VTAE system. The Union views its proposal as one which follows rather than one that is higher than the pattern of settlements in the VTAE system.

For the 1983-84 school year, the Arbitrator agrees with the Employer that its total economic package is higher than the total compensation packages agreed to by the 11 comparable districts, because the 32 percent increase in the cost of health and dental insurance increases the value of the total compensation to Blackhawk teachers relative to teachers in all of the other comparable districts.

However, some additional perspective is necessary in evaluating the impact of this 32 percent increase in health and dental costs in the Blackhawk VTAE district. Even with the 32 percent increase, the cost of the monthly family premium for health insurance for a teacher at Blackhawk is \$152.44. The average monthly cost of the family premium for 1983-84 at the 11 other comparable districts is \$153. The 11 other comparable districts contribute \$36 toward the family dental monthly premium. Blackhawk pays the full cost of the family premium, which is \$43.68. Even with the 32 percent increase, Blackhawk's contribution for health and dental insurance premiums is approximately \$6 per month more than the premium paid by the other comparable districts. Consequently, the portion of total compensation consumed by health and dental insurance premiums in Blackhawk is substantially similar to that of the comparable districts.

Although the relationship between the cost of health and dental insurance to the cost of the total economic package is important to the analysis of a multi-year proposal, nonetheless, as a result of the 32 percent increase in health and dental insurance premiums, the fact remains that the District's one-year proposal for 1983-84 is 1.2 percent higher than the average settlement of the comparable districts.

At this point, it is necessary to carefully look at the Union's two-year proposal in order to determine whether the District's one-year or the Union's two-year offer is to be preferred.

It should be noted at the outset, that a multi-year offer in and of itself will not overcome a proposal which may prove to be inadequate or unsupportable in one or more of the years covered by the proposed term of the agreement. Ideally, a two-year proposal may correct contractual inadequacies, but it must do so in a manner which may be justified on the basis of the statutory criteria quoted above. If a multi-year proposal accomplishes this task, then certainly it is preferable to a single-year offer.

Six of the 11 comparable districts entered into complete two-year agreements for the two school years, 1983-84 and 1984-85. Although the parties did not submit evidence on total compensation per teacher for 1984-85 (presumably, those six districts did not have knowledge of their health insurance costs for 1984-85 when they agreed to a two-year term), the parties here did submit evidence on the percentage increase per cell granted under these settlements, as well as the rank and compensation level paid by each of the districts at five salary schedule benchmarks.

CHART I
1983-84

| | <u>BA Min</u> | <u>BA Max²</u> <u>(no credits)</u> | <u>MA Min</u> | <u>MA Max²</u> <u>(no credits)</u> | <u>MA Max²</u> <u>(4 credits)</u> |
|---|---------------|--|---------------|--|---|
| North Central VTAE (w/WLA) | 16080 | 24995 | 19413 | 28327 | 31660 |
| #1 Eau Claire VTAE | 16198 | 24653 | 18408 | 28206 | 29395 |
| Blackhawk VTAE | 15932 | 24404 | 17711 | 27913 | 29395 |
| Fox Valley VTAE (7/83) | 15932 | 23620 | 17724 | 26682 | 28133 |
| (1/84) | 16628 | 24635 | 18498 | 27830 | 29345 |
| Western Wis. VTAE | 15549 | 24096 | 17596 | 28156 | 29549 |
| Mid-State VTAE | 15225 | 23480 | 17225 | 27385 | 28985 |
| Gateway VTAE | 16987 | 22711 | 18471 | 27587 | 29071 |
| <hr/> | | | | | |
| <u>Average of those settled</u> <u>for 2 years</u> <u>(excl. Blackhawk)³</u> | 16111 | 24095 | 17840 | 27915 | 29668 |
| <u>Average of the 11</u> <u>comparables</u> <u>(excl. Blackhawk)³</u> | 15879 | 23834 | 18268 | 27595 | 29198 |

1984-85

| | | | | | |
|----------------------------|-------|-------|-------|-------|-------|
| North Central | 16845 | 26437 | 20342 | 29934 | 33431 |
| #1 Eau Claire | 17089 | 26009 | 19420 | 29757 | 31012 |
| Blackhawk Assn. Offer | 16808 | 25746 | 18685 | 29448 | 31833 |
| Fox Valley (7/84) | 17293 | 25605 | 19238 | 28927 | 30503 |
| (1/85) | 17958 | 26575 | 19978 | 30024 | 31661 |
| Western Wis. | 16404 | 25424 | 18564 | 29700 | 31169 |
| Mid-State | 16062 | 24772 | 18172 | 28892 | 30580 |
| Gateway | 18040 | 24124 | 19615 | 29297 | 30873 |
| <hr/> | | | | | |
| <u>Average³</u> | 17066 | 25557 | 19349 | 29601 | 31454 |

² All figures shown include longevity payments, if any.

³ In computing the average, the end rate or lift rate for Fox Valley and Indianhead were used.

SOURCE: For Chart I, Employer Exhibits 11 through 15 and 19 through 23.

A brief review of Chart I demonstrates the impact of the Union's proposal to increase each cell of the salary schedule by 5.5 percent for 1984-85. In Chart 1, the Arbitrator sets out the level of salary paid by each of the Districts which settled their contracts for both 1983-84 and 1984-85. For the 1983-84 school year, the Arbitrator calculated the average salary (including longevity where appropriate) at each of the benchmarks. In addition, the Arbitrator computed the average salary paid by all the districts which settled agreements either for 1983-84 or whose settlement for 1984-85 did not include monetary issues. In establishing the average, the Arbitrator excluded Blackhawk from such calculations. The average salary at each of the benchmarks for 1984-85 took into account only those districts settled for that year. Again, the association offer in Blackhawk was excluded in calculating the average salary at each of the five benchmarks.

CHART II

| | <u>1983-84</u> | <u>1984-85</u> | Relative Position of Blackhawk Teacher at Each Benchmark Relative to the Average in: | | <u>Difference</u> |
|---|----------------|----------------|---|----------------|-------------------|
| | | | <u>1983-84</u> | <u>1984-85</u> | |
| Average BA (6 comparables) | 16111 | 17066 | -180 | -258 | |
| Average BA (11 comparables) | 15879 | N/A | +53 | | |
| Blackhawk | 15932 | 16808 | | | -79 |
| <hr/> | | | | | |
| Average BA Max (6 comparables) | 24095 | 25557 | +309 | +189 | |
| Average BA Max (11 comparables) | 23834 | N/A | +570 | | |
| Blackhawk-BA Max | 24404 | 25746 | | | +120 |
| <hr/> | | | | | |
| Average MA Min (6 comparables) | 17840 | 19349 | -129 | -664 | |
| Average MA Min (11 comparables) | 18268 | N/A | | | |
| Blackhawk | 17711 | 18685 | | | -535 |
| <hr/> | | | | | |
| Average MA Max (no credits) (6 comparables) | 27915 | 29601 | -2 | -153 | |
| Average MA Max (11 comparables) | 27595 | N/A | +318 | | |
| Blackhawk | 27913 | 29448 | | | -151 |
| <hr/> | | | | | |
| Average MA Max (w/credits) (6 comparables) | 29668 | 31454 | +515 | +379 | |
| Average 11 comparables | 29198 | N/A | +975 | | |
| Blackhawk | 30173 | 31833 | | | +126 |

In Chart II, which is based on Chart I, the Arbitrator demonstrates the impact of the Union's second year offer as it relates to the average salary at each of the five benchmarks. The chart demonstrates, that in the case of the BA base, the Union's second year offer is further below the average in 1984-85 than it was in 1983-84. Similarly, the second-year proposal has the same effect of moving the salary of the Blackhawk substantially below average in the second year as compared to the first year at the MA minimum benchmark and MA maximum (no credits) benchmark, as well.

Obviously, the second-year group of settled comparables is smaller than the group of comparables used for 1983-84. Chart I demonstrates that with but one exception, the average salary generated by the 1983-84 larger group of comparables is lower than the average salary generated in 1983-84 by the smaller group of comparables. One may assume that this trend would continue into the 1984-85 analysis. Nonetheless, the fact that the Union's proposal tends to move the Blackhawk teachers' salaries further below average at three of the five benchmarks in the smaller group of six comparables, appears to indicate that the Union's proposal would either maintain the position of Blackhawk teachers relative to the average or reflect a movement further below average when the five other comparable districts settle their contracts for 1984-85.

Furthermore, at the two benchmarks where the Union's level of salary is above average in 1983-84, namely, at the BA max and the MA max (with credits), the Union's second year proposal reduces the difference between the Blackhawk salaries at these benchmarks relative to the average for those six districts which are settled for 1984-85.

The Arbitrator concludes, therefore, that the Union's economic proposal for a second year is reasonable. It is well supported by the comparables. Under the Union's second year wage proposal, the Blackhawk teachers either maintain or fall farther below the average salary at the benchmarks of the comparable districts.

Based on this conclusion, it is now possible to compare the one year economic proposal of the Employer to the two year economic proposal of the Union in order to determine which is preferable. As noted above, the identical proposal of the Union and the Employer for 1983-84 is approximately 1.2 percent higher than the average of the comparable settlements. The factor which generates this higher total economic package is the 32 percent increase in health and dental family insurance premiums for the 1983-84 school year. The Arbitrator notes above that the 32 percent increase in premium for the combined health and dental premium paid by the Employer is only slightly above the average premium paid by the other comparable districts for 1983-84.

Yet, the Employer's proposal is 1.2 percent higher than the comparable settlements. The Employer asserts, therefore, that this 1.2 percent "premium" should be considered by the Arbitrator as consideration for the minor modifications to the workload formula which it seeks in its final offer.

However, the Union's second year proposal is a reasonable one. Furthermore, at the conclusion of the two-year agreement proposed by the Union, the Blackhawk teacher is either closer to or below the average salary level teachers in comparable districts at the benchmarks.

The Employer argues that the Arbitrator should refrain from locking it into a two-year agreement, because it will be unable to accommodate through bargaining the most volatile of its economic benefits, i.e., the cost of health and dental insurance premiums. The Employer's legitimate concern is overcome and outweighed by the reasonableness of the second year of the Union's two-year proposal. Furthermore, the evidence demonstrates that eight of the 11 districts have agreed to two-year agreements. Two of the 11, apparently, provide for re-openers on salary and six of the 11 have agreed to complete two-year agreements. Finally, the Union has demonstrated that there exists a pattern of bargaining in which an agreement in Blackhawk is not achieved any earlier than the middle of a school year, or, in some cases, at the conclusion of the school year affected by the settlement. Under all the circumstances discussed above, the two-year proposal of the Union is preferable to the one-year proposal of the Employer.

In the discussion above, the Arbitrator applied the criteria of comparability and total compensation in reaching his conclusion that the Union's proposal is preferable to that of the Employer's. With regard to the other criteria, either the parties did not present arguments with regard to those criteria or the Arbitrator finds that these other criteria have no material impact in determining which economic proposal is preferable. Accordingly, these criteria were not discussed above.

WORKLOAD FORMULA

The Employer proposes to make several changes to the workload formula. One proposed change is to increase the points necessary in the definition of a full-time teacher from 101 to 105 points for an entire school year. Neither the Union nor the Employer presented any evidence that this change would be of any consequence. Therefore, the impact of this change is given little weight in the Arbitrator's decision.

The Employer proposes four other changes to the workload formula. The Employer proposes:

1. To have overload pay kick in at 211 points rather than at 201 points for the entire school year.
2. The Employer proposes to increase the point total at which consent must be obtained to 130 points per semester.
3. To raise the normal range for a full load from 200 to 210 points on an annualized basis.
4. To alter the formula used to calculate overload pay when in fact a teacher works in excess of 210 points. Under the new formula for calculating overload pay, the new optimum level for a full load, that of 210 points rather than 200 points, would be used as the divisor for calculating the amount of overload pay. Through this device, the per-credit amount paid for overload points would be reduced.

The Arbitrator will now analyze each of these four proposed changes to the current language of the Agreement which has been in force for at least five years.

1. Although it is very difficult to make comparisons of the workload formulae of the various Vocational Districts, the Employer has made a convincing case against the payment of overload pay at point totals above 200 points. The Employer's proposal to commence the payment of overload at 210 points is consistent with the workload provisions present in the current language of that formula. Article VI, Section E3. provides that:

Load will be determined as equitable as possible between 90 and 105 points per semester, with efforts made to keep assignments as close to 100 points as possible. In no case shall the workload exceed 105 points per semester except where a teacher, individually or formally, agrees to exceed the 105 point figure, and such teacher shall receive additional compensation therefore prorated according to his or her salary schedule as set forth herein if the average of the first and second semester exceeds 210 points, based on a full load of 105 points.

The point system established in the Agreement attempts to create a fair basis of compensation of teachers who must teach in a variety of teaching situations, i.e., lecture, lab, etc. The above language recognizes the difficulty of establishing an absolute number as a normal workload. Rather, the above language sets a range for a normal load of 90 to 105 points per semester with 200 points per school year as the optimum normal workload. Since the Employer does not seek a reduction in pay for an underload, it is appropriate that the Employer not be required to pay overload for what is the upper range of a normal load, i.e., 201 to 210 points per school year.

This internal analysis is responsive to the Union's claim that the present workload formula does not provide pay for the extra student-teacher contact periods which a Blackhawk teacher may work, nor does the workload formula compensate a Blackhawk teacher for extra preparations. In its brief, the Union argues that a Blackhawk teacher may work 20 student contact periods to accumulate sufficient points to reach an overload situation, whereas in other districts a teacher may be eligible for overload pay at 17 to 19 contact periods.

Nonetheless, the Arbitrator finds that once a range for normal load is established, it is inconsistent to provide for the payment of overload pay to a teacher whose point load is within the contractually established normal workload range.

2. In this part of the Employer's workload proposal, the point at which the consent of a teacher is necessary is raised from 105 to 130 points. The evidence presented at the hearing does not appear to support the conclusion that teachers, as a rule, withhold their consent to heavier workloads, especially where a teacher was underloaded during one semester of a school year. The one or two examples presented by the Employer at the hearing as a problem fall short of establishing the need to substantially increase the point level at which a teacher's consent must be obtained from 105 to 130 points per semester.

3. The Employer has demonstrated that a significant percentage of its staff carries a workload below 200 points. In fact, the evidence demonstrates that 20 teachers in 1983-84 would be underloaded even if the normal workload level was established at 190 points. In fact, with the exception of Karen Mulcahy, any teacher who had a workload of under 90 points for a semester did not attain the 200 point optimum level for workload for the entire school year. Therefore, it is difficult to understand why the District seeks to increase the range of a normal workload from 90 to 105 points to 95 to 105 points per semester, or to raise the range of the normal workload over an entire school year from 180 to 210 points to 190 to 210 points. The Employer's proposal will only increase the number of teachers who are underloaded. The District's need for flexibility may be achieved through establishing 211 points as the point at which overload pay will kick in without tampering with the definition of the range of a normal workload.

4. The District has failed to demonstrate the need to achieve the modifications to the formula for calculating overload pay. It is unclear why the District seeks to raise the divisor from 200 to 210 points, even if it were to succeed in establishing the point at which overload is paid at 211 rather than 201 points. It does not appear to the Arbitrator that the sums saved as a result of this change to the formula is significant in size. Furthermore, the District's proposal appears to punish those who carry a heavier workload.

With this point-by-point analysis of the modifications to the workload formula proposed by the Employer, the Arbitrator applies criteria 7d and h in determining whether such changes should be adopted in this award. In this regard, it should be noted that it is widely recognized by interest arbitrators that the party proposing a change to a provision in an existing collective bargaining agreement present clear and convincing evidence as to the necessity for that change.

The Employer has presented clear and convincing evidence that overload pay be paid to teachers with assignments with an annual point total in excess of 210 rather than 200 points. The need for this change is supported by the language of the workload formula included in the 1982-83 Agreement. The large number of teachers with an underload together with the greater flexibility the District would enjoy in making assignments to 210 points without incurring an overload penalty should provide the relief the Employer seeks, and it is a justifiable change to the present workload formula.

However, the District has not provided clear and convincing evidence of the need for the three other major modifications it proposes to make to the workload formula. In considering the modifications proposed by the Employer

in its entirety, the Arbitrator concludes that the Employer has not sustained its burden in demonstrating the need for all four modifications noted above. Therefore, the Arbitrator concludes that the Union's proposal to retain in its current form the language of the workload formula which appears in the 1982-83 Agreement is preferable to that of the Employer's modifications.

SELECTION OF THE FINAL OFFER

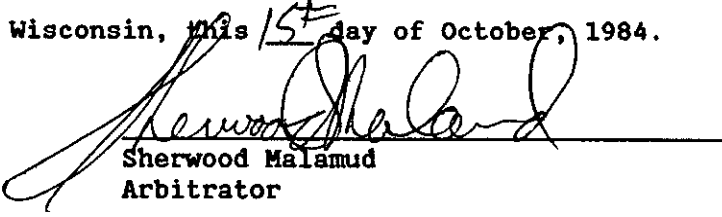
In the discussion above, the Arbitrator finds that the two-year economic proposal of the Union, although it is 1.2 percent higher than the average total package settlements in the first year, is preferable to the one-year economic proposal of the District. The Arbitrator concludes, herein, that the arguments supporting a two-year agreement outweigh the one-year proposal. The Union's two-year proposal is preferable, in part, because at the conclusion of the two-year agreement, the salary level of Blackhawk teachers as it relates to the average salary paid by comparable districts is relatively the same at the end of the two-year agreement as it was at the commencement of the two-year agreement. As for the District's complaint that it is locked in and unable to bargain over any increase in the cost of health insurance premiums for 1984-85, it appears that the level of costs for this benefit in 1983-84 is close to the average paid by other comparable districts. There is no record evidence to indicate that the cost of this benefit will increase at any greater rate for 1984-85 than it would for other comparable districts. Furthermore, the Arbitrator finds that the 1.2 percent higher-than-average offer in the one-year proposal of the District is insufficient to justify all four of the changes which the District seeks to make to the workload formula. In addition, the Arbitrator finds that the need for only one of the changes proposed has been substantiated by the District.

On the basis of the above discussion, the Arbitrator issues the following.

AWARD

Based upon the statutory criteria set forth at sec. 111.70(4)(cm)7a through h which the parties established under their Voluntary Impasse Procedure as the factors to be used in selecting the entire final offer of the Union or the Employer, the Arbitrator selects the Final Offer of Blackhawk Teachers Federation, Local 2308, WFT, AFL-CIO, which is attached hereto and marked as Appendix B, together with all the stipulations agreed to by the parties and contained in the stipulations noted in Appendix C, to be included in a successor to the 1982-83 Collective Bargaining Agreement between the Blackhawk Board of Vocational, Technical and Adult Education and the Blackhawk Teachers Federation, Local 2308, WFT, AFL-CIO.

Dated in Madison, Wisconsin, this 15th day of October, 1984.


Sherwood Malamud
Arbitrator

RECEIVED

APR 02 1984

S. MALAMUD
ARBITRATOR

3/30/84

THE FINAL OFFER OF
BLACKHAWK BOARD OF VOCATIONAL TECHNICAL
AND ADULT EDUCATION

TO

BLACKHAWK TEACHERS FEDERATION, LOCAL 2308, WFT, AFL-CIO

ADDENDUM D - SALARY SCHEDULE, 1983-84: Increase each cell of the 1982-83 salary schedule by 5.5%. The 1983-84 salary schedule is attached.

ARTICLE IX - SALARY AND TEACHER WELFARE:

Section E - Fringe Benefits:

1. Health Insurance: Revise to read as follows:

All full-time contract instructional personnel, members of the bargaining unit, shall be covered by group insurance, hospitalization and surgical care, and the District shall pay the full premium costs for the individual employee and his/her family (family as so defined in said policy of insurance.) Coverage in the Blue Cross/Blue Shield policy in force and effect on the date of this Agreement shall be maintained without alteration by the District and shall not be altered in coverage without the mutual consent of the District and Federation. The District's monthly contribution to health insurance shall not be more than the monthly rate effective September, 1983 (\$57.12/month single and \$152.44/month family), unless otherwise agreed upon by a successor agreement. The Board shall have the right to designate the insurance carrier as long as the benefits are equal to or better than the existing benefits and the Employer agrees to consult with the Federation prior to making any changes.

Section H - Dental Insurance: Revised to read as follows:

All full-time contract instructional personnel who are members of the bargaining unit, will be eligible for group dental insurance. The District will pay up to \$43.68 per month for the family plan and \$13.80 per month for the single plan toward the premium cost for either individual employee coverage or family plan coverage. The District may from time to time change the insurance carrier and/or self fund its dental care program, if it elects to do so. Any change in carrier or going to self-funding shall not result in any diminution of benefits.

ARTICLE VI - CONDITIONS APPLICABLE TO TEACHING DUTIES:

Section E - Teaching Load:

3. Workload Scale: Revise to read as follows:

Workload will be based on rating points as indicated for each class taught in the District and as shown on Addendum "A" attached to this Agreement and entitled "Teaching Assignment Schedule". To provide flexibility to teachers and administration, a normal workload will be between 95 and 105 points per semester, 190-210 points per year. If the condition of an overload or underload is unavoidable for a semester an adjustment will be made the following semester or a special assignment will be made to the teacher. However, no semester load may exceed 130 points without the consent of the teacher.

If the teacher's combined points exceed 210 points per year, all points in excess will be paid in accordance with the following formula:

$$\frac{\text{Total Annual Point Load X Annual Salary}}{210 \text{ Points}} = \text{Total Annual Salary}$$

$$\text{Total Salary} - \text{Annual Salary} = \text{Excess Payment Due}$$

ARTICLE I - RECOGNITION AND SCOPE:

Section D - Definition of Full-Time and Regular Part-Time Instructional Staff: To maintain consistency with workload formula, revise to read as follows:

Full-Time Instructional Staff - Instructional staff who teach full-time, in State-designated programs, shall be defined as those whose scheduled total point load for the school year (38 weeks) is 105 or more points. It is the intention of the parties that the average full-time work load be governed by Article VI of this Agreement.

Full-Time Instructional Staff Hired for Less than a Contract Year - An instructional staff member employed for less than a full contract year (38 weeks) who does not qualify as full-time as defined above shall be considered full-time for the balance of the contract year if the program is expected to continue (that is; the position would normally generate 105-210 points per contract year) the following year.

Regular Part-Time Instructional Staff - Instructional staff who teach part-time, in State-designated programs, shall be defined as those whose scheduled total point load for the school year (38 weeks) is 104 points or less.

Full-Time Non-Instructional Staff - Full-time non-instructional staff are defined as certified counselors, librarians and media specialist who are employed 666 hours or more per contract year (38 weeks).

BLACKHAWK 1703/84 5.5% ON CELL
1/27/84 00:01:36

85005
83/84 5.5%

SALARY SCHEDULE

| STEP | BA | B+6 | B+12 | B+18 | B+24 | MA | M+6 | M+12 | M+18 | M+24 |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1 | 15932 | 16286 | 16638 | 16999 | 17352 | 17711 | 18068 | 18425 | 18783 | 19141 |
| 2 | 16635 | 17007 | 17383 | 17755 | 18124 | 18499 | 18869 | 19243 | 19611 | 19987 |
| 3 | 17341 | 17730 | 18122 | 18505 | 18875 | 19284 | 19672 | 20063 | 20445 | 20834 |
| 4 | 18046 | 18455 | 18861 | 19260 | 19667 | 20064 | 20473 | 20876 | 21278 | 21683 |
| 5 | 18754 | 19175 | 19600 | 20012 | 20437 | 20849 | 21272 | 21695 | 22110 | 22534 |
| 6 | 19461 | 19899 | 20338 | 20768 | 21209 | 21636 | 22073 | 22513 | 22944 | 23380 |
| 7 | 20164 | 20622 | 21077 | 21538 | 21975 | 22419 | 22877 | 23333 | 23775 | 24231 |
| 8 | 20872 | 21345 | 21817 | 22274 | 22750 | 23204 | 23679 | 24150 | 24608 | 25079 |
| 9 | 21581 | 22066 | 22558 | 23024 | 23518 | 23986 | 24477 | 24968 | 25436 | 25926 |
| 10 | 22284 | 22788 | 23299 | 23783 | 24286 | 24774 | 25279 | 25782 | 26268 | 26777 |
| 11 | 22990 | 23514 | 24036 | 24536 | 25057 | 25557 | 26082 | 26605 | 27101 | 27627 |
| 12 | 23692 | 24237 | 24775 | 25289 | 25826 | 26344 | 26884 | 27421 | 27934 | 28472 |
| 13 | 24404 | 24960 | 25513 | 26040 | 26602 | 27127 | 27683 | 28238 | 28767 | 29326 |
| 14 | | | | | | 27913 | 28485 | 29057 | 29599 | 30173 |

RECEIVED

APR 02 1984

S. MALANIUD
ARBITRATOR

BLACKHAWK FEDERATION OF TEACHERS
LOCAL 2308, WFT, AFT, AFL-CIO

Final Offer

March 30, 1984

JTL 4-30-84

SK 4-30-84

1. Article I, Section B - Implementation (p.2)

5. The District, at its expense, shall print the final Agreement, and provide the Federation with sufficient copies for distribution to all members of the bargaining unit, plus an additional thirty-five (35) copies. The Board, or its representatives, agree to meet with the Federation within fifteen (15) days after the ratification of this Agreement or the date of an Arbitrator's award for the purpose of proofing the Agreement and arranging to authorize the printing of the Agreement and any addenda thereto. The printing of the agreement and distribution to the Union shall be completed within thirty (30) days after the above noted meeting.

2. Article IX, Section E - Fringe Benefits (p.29)

1. Health Insurance

All full-time contract instructional personnel, members of the bargaining unit, shall be covered by group insurance, hospitalization and surgical care, and the District shall pay the full premium costs for the individual employee and his/her family (family as so defined in said policy of insurance.) Coverage in the Blue Cross/Blue Shield policy in force and effect on the date of this Agreement shall be maintained without alteration by the District, and shall not be altered in coverage or carrier without the mutual consent of the District and Federation. Effective July 1, 1983, the District's monthly contribution to health insurance shall not be more than the monthly rate effective September, 1983. Beginning July 1, 1984, the District's monthly contribution to health insurance shall not be more than the monthly rate effective September, 1984. The Board shall have the right to designate the insurance carrier as long as the benefits are equal to or better than the existing benefits and the Employer agrees to consult with the Federation prior to making any changes.

APPENDIX B

3. Article IX, Section H - Dental Insurance (p. 32)

All full-time contract instructional personnel who are members of the bargaining unit, will be eligible for group dental insurance. Effective July 1, 1983, the District's contribution to dental insurance shall be not more than the family and single dental rates effective September, 1983. Effective July, 1984, the District's contribution to dental insurance shall be not more than the family and single dental rates effective September, 1984. The District may from time to time change the insurance carrier and/or self-fund its dental care program, if it elects to do so. Any change in carrier or going to self-funding shall not result in any diminution of benefits.

4. Article X, Section C - Duration of Agreement (p. 33)

This agreement shall become effective on July 1, 1983, through and until June 30, 1985. Salary and insurance payments shall be retroactive to July 1, 1983, and be paid in a separate check within thirty (30) days of the arbitrator's award on this agreement.

5. ADDENDUM D - Salary Schedule (p. 41)

a. Delete: NOTE

b. Delete paranthetical sentence on page 28, line 21-22.

c. All teachers receive time of service and credit increments for 83-84 and 84-85 based on their placement on the 82-83 salary schedule.

d. 1983-84: Increase each cell by five and one-half percent (5½%).

e. 1984-85: Increase each cell by five and one-half percent (5½%).

6. Change and/or add dates to reflect July 1, 1983 - June 30, 1985 agreement in:

a. Cover Page

b. Preamble

c. Article VI, Section B - School Year

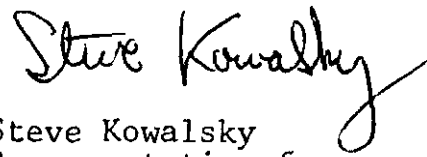
d. Article IX, Section A - Salary Schedule

e. Article IX, Section D - Method of Payment

Page Three
Federation Final Offer
3/30/84

7. All Stipulated Agreements.
8. All current contract provisions not addressed in this final offer shall be continued and contained within the 1983-85 agreement.

Respectfully submitted,



Steve Kowalsky
Representative for

Blackhawk Federation of Teachers,
Local 2308, WFT, AFT, AFL-CIO

SK:nd
opeiu#9
afl-cio

Appendix C

STIPULATIONS

1. Retroactivity is not an issue in the instant case, i.e., salary and insurance payments shall be retroactive to July 1, 1983.
2. All dates contained within the collective bargaining agreement shall be changed to conform to the arbitrator's award. (i.e., either a one-year contract or a two-year contract.)
3. The effective date of the contract shall be July, 1983.
4. Regarding Amendment D--Salary Schedule (page 41) delete NOTE.
5. Delete parenthetical sentence on page 28, lines 21-22.
6. All teachers receive time of service and credit increments based on their placement on the 1982-83 salary schedule.
7. The parties have agreed to the appropriate school calendar.
8. Regarding Article I, Section B--Implementation (page 2), employer has to draft language and supply to the union.
9. The clause which generates overload payments for workloads in excess of 200 points per year has been in existence for at least five years.
10. Regarding Exhibit #16, the dollar amounts expressed for health insurance premiums paid by Blackhawk VTAE are equal to 100 percent of the premium.
11. The 1981-82 contract was settled in July of 1982. During the 1981-82 school year, teachers had to pay for any increase in health insurance. However, in that school year, there was no increase in health insurance. The 1982-3 contract was settled in January of 1983. Teachers had to pay the increased cost in health insurance until February and March of 1983, at which time the employer absorbed the increase and provided retroactive health insurance payments to teachers. During the 1983-84 contract (the instant matter), teachers have to pay the increase in health insurance.
12. The dollar amounts generated by the agreed upon salary schedule, namely, \$211,723, had not been paid, but will be paid upon the issuance of the arbitrator's award.
13. The increase in insurance premiums during the pendency of negotiations and award for the 1983-84 agreement will be paid upon the issuance of an award.
14. What is found on page 3 of the 1982-83 agreement came into being in the 1981-82 contract."

NOTE: During the testimony of Employer witness Marion Smith, the parties agreed that the language difference between the District and the Union proposals on health and dental insurance were of no significance. As a result, the parties agreed that this issue would not be argued by the parties in their briefs. In fact, the parties did not present any argument in their briefs relative to the language of the health and dental provisions.